

GENERAL TERMS & CONDITIONS OF BOOKINGS

Ross Garden Tours International Pty Limited (ABN 51 073 304 104) ("Ross Garden Tours", "we" or "our") is an Australian registered company. It is a fully licensed and bonded travel agent and a Member of the Australian Federation of Travel Agents (Licence No. 2TA 4431) and Travel Compensation Fund of Australia. (2/6261)

The following are the contractual terms and conditions that govern our contractual relationship if you decide to book into one of our tours. It is important that you carefully read and consider these terms and conditions before making a booking with us. You will be deemed to have read, understood and agreed to these terms and conditions when you make a booking with us.

To avoid any misunderstanding, you are most welcome to contact us to discuss any questions or concerns you have prior to making your booking.

Offer to treat

Nothing on this document is an offer, capable of acceptance by you, for us to provide or supply you with goods and services. When you send us your details to book into a tour (whether by contacting us through this website or otherwise) or purchase a product, you offer to join the tour that you have nominated or purchase the product, on the following terms and conditions.

A binding legal agreement on the following terms and conditions will only come into effect if we notify you in writing that:

- (a) there is a vacancy on the tour that you have nominated; and/or
- (b) your offer and payment has been accepted.

We reserve the right to decline any booking for any person on any tour.

Unfortunately we cannot guarantee that there will be a vacancy on the nominated tour but we will use our reasonable endeavours to keep you informed of availabilities.

Agency Relationship

You acknowledge and agree that except for the guided tour service, all other services and products that can be booked are supplied by other parties. We act as agent for airline and other suppliers of services, including accommodation and transport services.

Except for the guided tour service, we are not the provider of services and have no responsibility for services provided or not provided by any other person.

All tickets, vouchers and receipts are issued subject to the terms and conditions of the supplier and these terms and conditions.

Availability

The services and tours sold are subject to availability. We reserve the right to cancel any tour at any time.

Prices and Currency

All prices are in Australian Dollars and payment must only be made in Australian Dollars.

Prices of tours and accommodation and other charges advertised are current as at October the year before travel but may change at any time and are subject to increases imposed by airlines, currency exchange rates, hotels and operators, and to availability.

The cost is based on a minimum of 15 passengers traveling and is subject to confirmation of availability of space at hotels and on flights.

Hotels and services offered are subject to change and no refund is given for services provided but not utilised.

If after we have accepted your booking prices increase because of exchange rate fluctuations, tax changes, price increases by suppliers or any other reason, you must pay the increased amount when requested.

Travel Insurance

We recommend to customers that they obtain comprehensive travel insurance prior to joining a tour. The insurance should cover at least the following types of losses:

- (a) loss of deposit and other money because of cancellation;
- (b) loss or damage to person luggage;
- (c) loss of money or currency;
- (d) medical expenses including the additional costs of accommodation and repatriation costs to Australia; and

- (e) any other insurable travel risk.

The above is a recommendation only. You acknowledge that you have not and will not act or rely on the recommendation but on the advice from your insurance broker or insurance company.

If requested, we will send to you travel insurance information and an application form.

GST and other Taxes

All prices published include goods and services tax or similar tax ("GST"). In addition to the price, you must pay GST in respect of any supply made to you. GST is payable at the same time and in the same manner as the price or at such later time as we may demand.

If you are not resident in Australia, the GST component of the price may be deducted after we receive your booking. We will send an email confirming the price after deducting the GST.

Unless expressly stated otherwise in these terms and conditions, you must pay any other taxes, duties or other liabilities imposed by any governmental agency, including without limitation, any customs duty, goods and services taxes or any value added tax imposed on any products or services imposed by any relevant jurisdiction.

Cancellations

Our policy on cancellations is set out in our Cancellation Policy (see Specific Conditions). Except where specified in our Cancellation Policy, no refunds will be made on the cancellation of any booking once it has been accepted by us.

Changes to itineraries

We reserve the right to change or cancel, without notice, any itinerary or booking where in our sole opinion the change or cancellation is necessary. This includes tour guides.

Liability

We are not liable for any direct, indirect, incidental, special or consequential, loss or injury to person or property whether by negligence or otherwise on the part of any company, firm or their employees or any individual providing any goods or services to you, resulting from:

- (a) any act or omission of other person including any airline, car rental agency, transport company including ferry or coach service, accommodation provider or any other supplier;
- (b) delays due to adverse weather, unsuitable road conditions, illness, injuries, strikes, civil disturbances or whatsoever in nature interfering with, altering or adding to the cost of the service or accommodation requested or booked;
- (c) use or inability to use the website or resulting from any product or service purchased or obtained or messages received or transactions entered into through the website; or
- (d) unauthorized access to or alteration of your transmissions or data or of any information contained on this website,

including but not limited to, damages for loss of profits, use, data or other intangible, even if we have been advised of the possibility of such damages.

Where any Act of Parliament implies in the Terms and Conditions any term, condition or warranty, and that Act avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of, or liability under such term, condition or warranty, such term, condition or warranty will be deemed to be included in the Terms and Conditions, however, our liability for any breach of such term, condition or warranty will be limited, at our option, to any one or more of the following:

- (a) if the breach relates to goods:
 - (i) the replacement of the goods or supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

Where you occupy a motorcoach seat fitted with a safety belt, neither we will not be liable for any injury, illness or death or any damages or claims whatsoever arising from any accident or incident if the safety belt is not being worn at the time of such accident or incident.

Physical Capacity

You warrant that you have the physical capacity to participate fully in the tour without any assistance from the tour director or other passengers.

Due to the extent of walking and general travel involved in tours, as well as difficulties with wheelchair access in the majority of gardens as well as some hotels used, we reserve the right to request a doctor's certificate from you prior to or at anytime during the tour to confirm that you are physically able to undertake or continue the tour without any assistance from the tour director or other passengers.

We, in our sole discretion, reserve the right to request you to cease the tour if, in our opinion, you are not physically able to continue the tour unassisted. In such an event, we are not liable for any direct or indirect costs, losses or expense incurred by you.

Entire agreement

The booking conditions, these general terms and conditions and the specific conditions comprise the entire agreement between the you and us.

Governing law

This agreement is subject to and will be construed in accordance with the laws of New South Wales, Australia. The parties agree to submit to the exclusive jurisdiction of the Courts of New South Wales.

Errors and omissions

Every effort is made to ensure accuracy at the time of publication, however we cannot be held responsible for printing or typographical errors (including electronic publications), or errors arising from unforeseen circumstances.

Special Conditions

Tour Price Does Not Include

The tour price does not include meals not specified, sightseeing tours not specified, items of a personal nature such as room service, mini bar, optional meals not mentioned above, beverages with meals, telephone calls and travel insurance.

Minimum Group Number

The tour cost is based on a minimum of 15 passengers. Should the group size be less than 15 passengers 90 days prior to the departure date, we reserve the right to recalculate the tour price based on the number of confirmed bookings.

Accommodation

We define the hotels standards as Superior and Deluxe accommodation. Nevertheless unforeseen circumstances can result in the unexpected change in accommodation without prior notice. SINGLE ROOMS ARE STRICTLY LIMITED.

Sharing Accommodation

If you are traveling on your own and prefer to share with another person, we can assist in providing you a share partner. Whilst every effort is made to find a suitable share partner, we accept no responsibility for passenger compatibility. Share room arrangements are subject to availability and must be finalised no less than 30 days prior to the departure date. Should changes be made following departure, applicable charges must be paid at the time of amendment.

Land Arrangements Only

You may elect to arrange your own air travel to participate on the tour. If you decide to make your own travel arrangements escorts and transfers will not be provided by us. The tour commences on day 1 (one) at the first hotel and finishes after breakfast on the final day. Internal flights are not included in Land only tour prices.

Frequent Flyer Points

Frequent Flyer points can be used for air travel arrangements. Book early to avoid disappointment. Should you intend to use frequent flyer points for tickets or to upgrade to a higher class of travel, please notify us at the time of booking. We are unable to make or amend frequent flyer reservations on your behalf.

Please ensure you have advised your frequent flyer number before departure. Your details will be added to your booking with the appropriate airlines for reward point redemption. Some group fares do not receive award points.

Luggage Allowance

Porterage for one (1) suitcase on tour is included in the tour price. Porterage is subject to availability at hotels. Please note the luggage limitations imposed by airlines when joining the tour.

We accept no responsibility for loss or damage to luggage or any of your belongings. Appropriate travel insurance is recommended for all personal effects taken on tour.

Participation

For the benefit of everyone on the tour, we reserve the right to accept or reject any person as a tour participant, and to remove from the tour any participant whose conduct is deemed by us as incompatible with the interests of the other participants. In such an event, we are not liable for any direct or indirect costs, losses or expenses incurred by any participant.

Moderate Level of Fitness

For the overall benefit of the group, all tour participants must possess a moderate level of mobility, including the ability to:

- Negotiate airports and railway stations without wheelchair assistance
- Use combined shower / bath facilities (it is not possible to guarantee walk-in shower facilities)
- Undertake walking tours of 2 hours duration, including using stairs, walking over cobblestones and other uneven surfaces
- Stand for extended periods of time in gardens, museums and other sites
- Embark / disembark coaches, trains and other methods of transportation without assistance
- Handle own luggage

Travel Documents

You require a current passport with at least 6 months before it expires. Your travel and tour documents will be posted by Express Post to your home address.

Travel insurance policy information must be carried by passengers at all times throughout the tour.

Tickets and documents are issued subject to conditions imposed by third party suppliers. We accept no responsibility for the loss or delay of such documentation due to the actions of these suppliers.

Please contact us for more information.

Extensions To Group Arrangements

Should you wish to extend your travel plans beyond our escorted tour, we can assist with these arrangements. Extensive information about other destinations, tours and attractions is available on request. Independent travel arrangements can be made to extend before or after your tour. Please contact us for further details.

Booking Conditions

How to Book: Bookings must be made directly with us or through a licensed travel agent. Each tour has a strictly limited number of participants.

Please complete the booking form and return, together with your deposit (payable to Ross Garden Tours International), AS SOON AS POSSIBLE to confirm your place. Your booking is not confirmed until the deposit is received.

Mail to: Ross Garden Tours International, PO Box 500, Beecroft NSW 2119 Australia

Early Bird Discount: Book and pay in full by the Early Bird date and receive a discount off the tour price per person as indicated in the brochure.

Previous Traveler Discount: Previous travelers on a Ross Garden Tours International tour will receive a discount off the tour price per person as indicated in the brochure.

Final Instalment: Final instalment of this Tour is due no later than ten (10) weeks prior to departure.

Cancellation: Cancellations received 180-120 days prior to departure will incur loss of deposit; Cancellations received between 119-60 days prior to departure will incur a 50% cancellation fee.

Cancellations received between 59-30 days prior to departure will incur a 75% cancellation fee plus any non-recoverable costs incurred.

Cancellations received within 30 days prior to departure will incur 100% cancellation fee. Cancellations must be sent in writing.

Cancellation fee is based upon the total amounts paid including tours, airfares and all other travel arrangements.