

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 & at our discretion, Contiki will reserve your place on your selected holiday. A contract is only made between us & you upon your booking being confirmed & accepted by us & our confirmation thereof to either you or your travel agent.

2. PRICE GUARANTEE

Prices in this brochure are based on costs & exchange rates as at 29th March, 2016. Should these costs change, it may be necessary to make a surcharge on the price of your holiday. If a booking is made and confirmed at a price which is erroneous we may correct our error by notifying you. Unless we agree to honour the erroneous price, you will have the right to cancel within 7 days of notification without penalty. Should the total trip 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 trip has been received. This guarantee excludes fuel surcharges & 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

Contiki reserves the right to change or cancel your booking in accordance with operating requirements or circumstances beyond its control.

Should change or cancellation prove necessary we will give you reasonable notice thereof, in the circumstances, & 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 & 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 trip departure.

4. HOLIDAY DETAILS & CONDITIONS

4.1 The information in our brochure is correct to the best of our knowledge at the time of going to print (June, 2016) but we cannot guarantee that any item or amenity mentioned will be available especially where we have no direct control over it.

4.2 Contiki will do their best, at their discretion, to select accommodation, sightseeing trips & transportation to give you good value for money.

4.3 Contiki will guarantee to match you up with someone of the same sex when booked in a share room configuration.

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

4.5 We reserve the right to alter or substitute the type, the size of vehicle and/or the style of transport mentioned in the brochure, resulting in occasionally having to utilise transport without some of the features promoted.

5. LIABILITY

5.1 Your travel agent or Contiki Specialist 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 or Contiki Specialist 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 & when we see fit, in respect of the services to be provided &/or fees payable under the trip programme. The payment of a deposit or any other monies in respect of your trip shall be deemed to be an authorisation for disbursement thereof as aforesaid.

YOUR RESPONSIBILITIES

1. BOOKING YOUR HOLIDAY

1.1 In order to reserve your holiday, a deposit of AS200, per person per trip, or the full amount payable if the booking is made within 45 days of your departure from Australia, 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 AS200 per person per trip 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 travellers' special meal requirements are not fulfilled.

1.4 **Inca Trail Trek.** If you wish to book a trip including the Inca Trail Trek you will be required to make an additional non-refundable deposit at the time of booking. Your Reservations Agent will advise you of the additional amount required. Should Contiki be unable to obtain a trail pass for the date requested your additional deposit will be refunded in full.

You will need your passport to enter the trail. It is important that the passport information you submit with your application is exactly the same as the passport you will use to travel to Latin America & it must have 6 months validity at the time of travel. If your information changes it can result in a penalty & cancellation of your admission to the trail. No refunds will be given.

1.5 **Sambadrome Ticket.** If you wish to book the Rio Carnival trip the included Sambadrome Ticket will require non-refundable full payment 7 days before booking. Your Reservations Agent will advise you of the required amount.

2. PAYING THE BALANCE

2.1 Credit Card Bookings: Contiki should be advised of your credit card number when making your reservation directly with us. For

security purposes, we are required to collect the card expiration date and the customer verification code. A surcharge of 1% will be applied at the time of payment.

2.2 The balance of the holiday must be paid no later than 45 days prior to your departure date from Australia which shall be by the due date stated on the confirmation issued to you by Contiki. When making multi-trip bookings, full payment is due no later than 45 days prior to your departure date from Australia.

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

2.4 Tickets & other documents won't be forwarded until full payment has been received by us. The documentation will be sent approximately 21 days prior to your departure from Australia.

2.5 In the case of Late Bookings made within 45 days of your departure date from Australia, the full cost of the holiday will be payable immediately on booking & we reserve the right to provide all travel documents at the holiday departure point.

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

3. IF YOU CANCEL

3.1 **FlexDeposit:** We know that travel plans can change. If you need to cancel for any reason, your deposit will remain secure until you're ready to use it. Or if you can't go, your deposit value is also transferable, so you can gift your deposit at no extra cost.

The value of the original deposit can be used as credit towards booking a new trip. The original deposit refers to the trip deposit only and excludes any additional deposits such as Inca Trail, or flights. Any discounts already refunded are not applicable. The FlexDeposit will be applied as a discount on the final payment of your new trip. The amount allowed to be redeemed is equal to the original deposit amount paid. In the case of multiple deposits due to back to back trips, only one deposit amount can be credited per trip, they cannot be combined. However multiple trips can be booked using multiple FlexDeposits. Valid on all Contiki trips 7 days or longer. Credit is valid until the client turns 36, i.e. fitting within Contiki's age limit as per Contiki's booking conditions. After turning 36 years of age, the FlexDeposit can be used with one of our sister brands, get inspired here www.ttc.com/brands/. Credit can also be gifted to family or friends. To gift to family or friend the customer must email confirmation to Contiki stating the nominated name. Gifting only valid within 5 calendar years of the original booking. (eg cancelled in 2014, valid on trips up to end of 2019). FlexDeposit is not valid on existing bookings. FlexDeposit has no cash value and is non-refundable.

3.2 If you cancel more than 45 days before departure, your AS200 deposit will not be refunded.

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

PERIOD OF NOTICE Over 45 days notice:.....

CANCELLATION FEE Deposit is forfeited 25% of trip fare

21-45 days..... 50% of trip fare

7-21 days..... 75% of trip fare

Day of departure..... 100% of trip fare

NB: Please note, Contiki's cancellation policy is different in Latin America due to internal flight ticketing timeframes & ground transportation confirmations. These must be booked well in advance in order to secure high quality services that adhere to our strict safety standards. Where the percentage cancellation fee is less than the trip 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 such charges may, subject to the terms of your insurance policy, be refunded to you by the insurance company. All Cancellation policies valid as at 3rd June, 2016, and are subject to change. Final policy will be confirmed at time of booking.

3.4 Any cancellation of additional services booked prior to & after your trip booking, such as pre & post accommodation & transfers, that are cancelled within 14 days of the trip departure incur a 100% cancellation fee.

3.5 These cancellation fees are in addition to any cancellation fees that may be levied by your travel agent.

3.6 GOLD SEAL PROTECTION

3.6.1 By paying a non-refundable AS99 per person Cancellation Option fee with your deposit, the full amount of your deposit &/or payment to Contiki Holidays will be refunded should you cancel your trip for any reason prior to departure from Australia. This cancellation option covers the land arrangements made by Contiki Holidays only.

3.6.2 On 'Your Trip: Should you, or your travel companion', booked under the same booking number leave at any time during the trip for personal sickness reasons or be required to return to Australia due to injury, sickness or death, you & your companion will be refunded AS40 per person per day for the unused portion of the trip. (Please note that in some cases hotels require a one night cancellation fee). A Doctor's certificate is required.

* Travel companion must be booked under the same booking number and only one companion can be nominated.

3.6.3 Return Flight Security: If you or a member of your direct family in Australia should fall sick* while you are on your Contiki trip, we will take care of the additional cost of tickets for your earlier or later return home in the same class of air travel on the first available flight, provided you hold round-trip airline tickets on Contiki's recommended airline(s) booked through Contiki Holidays (Australia) Pty Ltd from Australia.

* Medical certificates as proof of all illness claims must be supplied.

4. IF YOU CHANGE YOUR BOOKING

4.1 If after your booking has been confirmed, you wish to change to an alternate departure date of any available trip, you may do so subject to availability.

4.2 If the change is requested 45 days before the original trip departure no fee will be charged.

4.3 A change of booking within 45 days of original trip departure will be treated as a cancellation and normal cancellation fees will apply (as detailed in section 3). However trip deposits can be used as credit to a new trip, see FlexDeposit.

4.4 The new departure price would not be eligible for early payment discounts (EPD) if within 45 days before departure

4.5 A name change to a different person will be treated as a cancellation.

4.6 A fee will be charged for any alteration to airline arrangements made by Contiki as per clause 3.

5. HOLIDAY DETAILS & 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 Legislation in various states in Australia has highlighted the issue of Age Discrimination. In terms of style & content, all of Contiki's worldwide holidays are specifically designed for a particular age group. This fact should be recognised when you book one of our holidays.

5.3 Contiki strives to provide a safe, enjoyable & memorable travel experience for all travellers. Contiki welcomes travellers with special needs or disabilities. However, please note the following:

• Travellers are required to advise Contiki, in advance, of any physical, medical or other special needs that require accommodation.

• All travellers must ensure they are medically & physically fit for travel. Contiki may impose safety requirements necessary for the safe operation of the trip. Contiki may also exclude an individual from participating in a trip or an activity if that individual's participation poses a direct threat to health or safety.

• Contiki does not provide personal devices (such as wheelchairs, hearing aids or prescription eye glasses) or services of a personal nature (such as pushing a wheelchair or assistance in eating, toileting or dressing). A wheelchair capable of providing such assistance must accompany any traveller who requires services of a personal nature.

• Contiki does not employ medical personnel. Any necessary medical attention will be provided by a local facility at the traveller's expense. Contiki is not responsible or liable for any losses or costs incurred as a result of medical services obtained while on trip, or for the quality of the care or services received.

• Travellers should be aware some trips include rough terrain, extensive walking over uneven pavement, steps & locations which may not be easily accessible or accessible by wheelchair.

During the trip, Contiki may make arrangements with carriers, hotels & other independent suppliers to provide travel services. These parties are independent entities over which Contiki has no control. Accommodation on international trips may differ from those in Australia. Contiki cannot guarantee disability access or accommodation for travellers travelling on international trips.

• Contiki may, at its sole discretion, decline the booking of any traveller or remove any traveller who cannot comply or refuses to comply with Contiki's terms & conditions. Contiki is not responsible for any costs incurred in the event a traveller is removed from a trip. Travellers agree not to hold Contiki or any of its related entities liable for any actions taken under these booking conditions.

5.4 You are responsible for all travel arrangements & 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 & decisions of the appointed Contiki Representative & 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 & 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 & 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 & may result in the immediate termination of your holiday. In either event, you will be responsible for your own repatriation & related costs & 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 &/or a Contiki Trip Manager as soon as it is discovered.

5.6 Where the traveller 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 before your departure as well as any necessary vaccinations and to comply with all applicable laws. Contiki is not responsible for any costs incurred as a result of failing to obtain necessary visas. Any costs whatsoever regarding obtaining, replacing or changing visas whilst on trip (including accommodation, meals, flights and transfers incurred due to associated delays) are at your own expense.

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

5.9 Should you have a complaint in respect of the holiday, you should inform the Contiki Trip Manager or Contiki Representative during the course of the holiday & 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 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.

5.10 The contract & all matters arising in respect hereof shall be subject to Australian Law, unless we agree otherwise in writing.

5.10.1 If any provision of this contract is held invalid or unenforceable by a 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 & enforceability of the other provisions shall not be affected.

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

6. COMPULSORY INSURANCE

Travel insurance is compulsory on our trips, and we have some of the best deals on rates. Visit contiki.com/insurance. It is compulsory

that you take out comprehensive insurance cover for cancellation, personal injury, death, medical expenses, repatriation expenses and evacuation expenses before you travel on a Contiki holiday. We strongly recommend your insurance also covers cancellation, personal liability and loss of personal property. 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. Contiki cannot be held responsible for your failure to take out appropriate insurance. 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 ABSENCE

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 trip.

8. WHAT'S NOT INCLUDED IN THE HOLIDAY PRICE

Airfares to & from your holiday destination, airport taxes, passport & visa fees, insurance, laundry, phone calls, beverages, personal expense money, medical fees, sightseeing, visits & entrance fees, meals not detailed in the itinerary, tips to Trip Managers, Drivers & Local Guides, items of a personal nature, excess baggage, ME Time options & anything else not listed in the 'snapshot' section of the itinerary pages within this brochure.

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 & 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 trip operating company. At any time & 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 & 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 travellers are not on board planes, transportation or conveyances. We rely on international conventions, national and international law, 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 & 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 & 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 & delay to travellers & luggage. Enrolment in & payment for a trip shall constitute agreement & acceptance by the traveller of the terms & 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 & other service providers are subject to the terms & conditions and limitations of liability imposed by those carriers, hoteliers, & other service providers. Please note that some of these limit or exclude liability in respect of death, personal injury, delay & 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 disabled travellers (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 September, 2016 to March, 2018.

3. OPERATING COMPANIES

The programmes advertised in this brochure are owned and operated by: Contiki Holidays Latin America, Rue Du Manoir, St Peter Port, Guernsey, GY1 2JH Channel Islands. Please note that Contiki utilises ground handlers to assist with the operation of our products. These ground handlers include: Journey Mexico (Mexico, Belize, Guatemala), Galakwi (Ecuador & Galapagos Islands), Costa Rican Trails (Costa Rica), & Altura Travel (Argentina, Brazil & Peru).

4. CONTIKI IS REPRESENTED IN:

Australia, Brazil, Brunei, Canada, China, Costa Rica, Germany, Hong Kong, India, Indonesia, Italy, Japan, Korea, Malaysia, Mexico, Netherlands, New Zealand, Philippines, Puerto Rico, Singapore, South Africa, Switzerland, Taiwan, Thailand, United Kingdom and USA. Contiki is a registered trademark of Contiki Tours International Ltd, Guernsey.

This brochure was published in June 2016 and supersedes any other current brochure in the market.

Please see contiki.com for complete & up to date terms & conditions.