

# TERMS & CONDITIONS Please Read Carefully

1. The purchase of any travel services offered by Circuit Travel Pty Ltd (ABN 12 001 268 257), authorised to trade as The Globus Family of Brands (which includes the authorisation to trade as Globus, Cosmos, Monograms and Avalon Waterways) ("The Company") constitutes a contractual arrangement between you (also referred to in these conditions as "traveller") and The Company, and represents your acceptance of The Company's Terms & Conditions as set out herein. Please ensure that you carefully read and understand these Terms & Conditions prior to booking. You represent and warrant that you are authorised to accept The Company's Terms & Conditions on behalf of everyone named in your booking, and you will be deemed to have accepted The Company's Terms & Conditions on behalf of everyone named in your booking. You are advised to check The Company's websites or to request the latest version of the Terms & Conditions from your Travel Agent or The Company prior to booking your holiday.

2. Additional Terms and Conditions apply to group reservations. For group reservations, please call 1300 330 334 or see the Travel Agent section on the website.

## HOW TO MAKE YOUR RESERVATION

3. To make your reservation or for enquiries see your Travel Agent or call 1300 230 234.

## DEPOSITS AND FINAL PAYMENT

4. Except as provided in clause 8, a non-refundable, non-transferable deposit of \$250 per person per land tour is required for The Company to reserve space for you, with some limited exceptions as noted below. The deposit must be received within 7 days of booking. On certain departures, deposits may be required at time of booking to hold or to confirm space for you. Your reservation will be automatically cancelled if the deposit is not received by The Company by the deposit due date. Your booking is not confirmed and payment is not deemed made until the deposit is received by The Company and The Company sends a confirmation invoice to you. Any bookings made within 21 days of your departure from Australia will incur a late booking fee of \$30 per transaction.

5. Payment of the deposit confirms you have read and accepted these Terms and Conditions.

6. Payment of the balance in full must be received by The Company not less than eight weeks before with some limited exceptions set forth below. If final payment is not received by The Company by the due date, your reservation will be cancelled and your full deposit, including SafetyNet Protection payments, will be retained by The Company.

7. The Company accepts payment via Bpay, electronic fund transfer (EFT), cheque, Visa, MasterCard and American Express. Merchant fees apply to purchases made by credit card. Please review and verify your booking invoice thoroughly and contact your Travel Agent or The Company immediately if your invoice appears to be incorrect or incomplete, as it may not be possible to make changes later. The Company cannot accept responsibility if it is not notified of invoice inaccuracies within 5 days of sending out the invoice. In the case of billing errors, The Company reserves the right to re-invoice you with correct pricing.

8. Subject to clause 9 below, you have a cooling-off period of seven (7) days during which you may cancel your holiday. Your cancellation must be made in writing to The Company within the cooling-off period. The cooling-off period will commence on the first day following the day on which you book your holiday. If you cancel your holiday during the cooling-off period your deposit will be refunded and no cancellation fee will apply. If you do not cancel your holiday during the cooling-off period, then all other of these Terms and Conditions apply.

## EXCEPTIONS

9. No cooling-off period will apply to holidays booked less than 45 days before a scheduled land tour departure, and less than 90 days before a scheduled cruise departure, or earlier if specified for the particular holiday. For bookings made within these periods, payment in full is required at the time of booking.

10. The following deposit and/or final payment dates apply to these holidays. Please see your invoice for more information on deposit and/or final payment dates. Other final payment dates may apply to Globus family of brands holidays listed in this brochure. Please check with your Travel Agent or the Company prior to booking for the Terms and Conditions of those holidays.

## AIR TRAVEL INCLUSIVE HOLIDAYS

11. An additional \$200 per person non-refundable air travel deposit is required for any air travel booked in conjunction with any holiday. Air travel can only be booked by The Company in conjunction with a holiday package. All air travel is subject to the airline's terms and conditions and applicable laws, which may limit or exclude its liability to you.

12. Additional taxes and fees may apply to your holiday price if you book an air-inclusive holiday with The Company. These taxes and fees may vary depending on your itinerary. Please ask your Travel Agent or a representative of The Company at time of reservation for more information.

## TRAVEL DOCUMENTS

13. Travel Documents, including e-ticket itineraries, are sent by post approximately 2-3 weeks prior to departure provided full payment, Emergency Contact details have been received, and passengers have acknowledged the Globus family of brands Terms and Conditions, via their customer portal account

14. Acceptance on the holiday is subject to presentation of your Tour/ Cruise Member Certificate, which details the services you have purchased from The Company and which will be available in your final Travel Documents.

## CANCELLATIONS AND CANCELLATION FEES

15. If cancellation is received in writing by The Company before the final payment due date of your holiday, the non-refundable deposit will be retained in addition to any airline imposed fees or cancellation charges. If cancellation is received in writing by The Company after the final payment due date of your holiday, the below specified per person cancellation fees apply for individual

reservations. The total price specified below does not include discounts, promotions, or special incentives. (For group reservations, refer to the Group Policy). No cancellation fee will apply to holidays cancelled within the cooling off period (see clause 8).

## STANDARD CANCELLATION FEES FOR ESCORTED AND INDEPENDENT HOLIDAYS:

16. 45-22 days prior to scheduled departure: 20% of total price (including SafetyNet Protection)

17. 21-8 days prior to scheduled departure: 30% of total price (including SafetyNet Protection)

18. 7-1 days prior to scheduled departure: 50% of total price (including SafetyNet Protection)

19. On scheduled departure day and later: 100% of total price (including SafetyNet Protection)

20. Note: Pre-paid gratuities are not subject to cancellation fees.

21. Cancellation fees may also apply to any additional services reserved prior to, during, and after the holiday. If flight changes (including but not limited to flight cancellations or name changes) are requested, revision fees, change fees, or airline cancellation fees will apply in addition to the above cancellation fees (see "Revision Fees" below).

22. Airline revision or change fees may be up to 100% of the ticket price. Cancellation penalties will be quoted at the time of cancellation. If an air travel inclusive holiday is cancelled after air tickets have been issued, any applicable refunds will be processed after air tickets are returned to The Company.

23. Cancellation fees relating to insurance policies will be subject to the Terms and Conditions of the insurance provider and will incur the standard Revision Fee (see "Revision Fees" below).

24. The Company reserves the right to cancel or reschedule any holiday departure in accordance with operational requirements or circumstances beyond its control. If a holiday is cancelled prior to the scheduled departure date, The Company's only responsibility will be to refund the amount received for the reservation. Wherever possible, The Company will offer the same holiday with a different departure date, or an alternative similar holiday. If there is a difference in cost, it will be your expense. For air-inclusive holidays, The Company will try to confirm air schedules for the selected new dates, subject to availability. The Company is not responsible for any additional costs or fees relating to the issuance and/or cancellation of air tickets or other travel arrangements not made through The Company.

## INSURANCE

25. The above cancellation charges will be applied in all cases. The Company strongly recommends you take out comprehensive travel insurance, including coverage for medical expenses, loss of luggage, and land content and airfare charges that may arise, including due to cancellation. For more details about travel insurance, see your Travel Agent or call us on 1300 230 234.

## REVISION FEES

26. A fee of \$30 per transaction will be charged for any alteration or revision made to a reservation after the deposit is made. Any revision to an air travel reservation may result in the loss of confirmed airline reservations or increased airfare which will be payable by you. Additional airline and hotel charges may also apply and may be up to 100% of the full price. A change of traveller name, holiday date, or itinerary after the final payment date will be treated as a full cancellation and new reservation; holiday cancellation fees (as above) apply.

## AIR TRAVEL ARRANGEMENTS

27. The Company is not responsible if an airline cancels, reschedules, varies or delays a flight for any reason. If you purchased an airfare through The Company, The Company will try and assist in making new arrangements providing you have not already checked in with your airline for your first flight segment. After check-in, you must work with the airline directly to reach your destination or to make any alternate arrangements including amendments to return services. Airline fees often apply for modifications to air schedules not related to airline imposed flight cancellations, reschedules, variations or delays. These fees will be payable to the airline directly on request. If you miss your departure flight or connection, it is your responsibility to work with the airline on which you are ticketed to reach your destination. No refunds will be provided by The Company for portions of trips missed due to cancelled, rescheduled, varied or delayed flights after airport check-in, nor is The Company responsible for any additional expenses you may incur prior to joining your trip if you miss your departure flight or flight connection.

## PARTICIPATION

28. For the benefit of everyone on your holiday, The Company reserves the right to accept or reject any traveller and to remove any traveller whose conduct is deemed incompatible with the interests of the other travellers. The Company will not refund or cover any cost or expenses incurred for termination of holiday arrangements due to unacceptable behaviour. All Tour Directors, Local Hosts, Local Guides, and ship crew speak English and all holiday commentary is conducted in English. For maximum enjoyment and understanding, you should be able to read and speak English.

## TRAVELLERS WHO NEED SPECIAL ASSISTANCE ON TOURS AND/OR CRUISES

29. You must report to The Company at the time of reservation any disability requiring special attention while on tour or on a cruise. The Company will make reasonable attempts to accommodate the special needs of disabled travellers, but is not responsible in the event it is unable to do so, nor is The Company responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. The Company cannot provide individual assistance to a holiday participant for walking, dining, getting on and off motor coaches, cruise ships and other vehicles, or other personal needs. A qualified and physically able companion must accompany travellers who need such assistance and must assume full responsibility for their well-being.

30. Some locations and sightseeing activities may not accommodate wheelchairs and may require extensive standing, sitting or walking. The Company is not responsible for any missed activities due to a traveller's inability to participate with the group. Most transportation services, including the touring motor coaches and cruise ships, are not equipped with wheelchair ramps.

## YOUNG TRAVELLERS

31. Travellers under 18 years old on the scheduled departure date must be accompanied by an adult and share the adult's accommodation for the duration of the holiday. Interconnecting rooms are not guaranteed.

32. The following age restrictions apply to Cosmos escorted holidays: Children aged 8 years and over are eligible to travel. Travellers aged 8-17 receive a 10% discount on the base land holiday price, not including internal air travel.

33. Young traveller discounts are based on the age of the traveller at the scheduled departure date.

34. Due to heightened security, many countries have adopted practices to prevent international abductions of children. If a person under the age of 18 years will be travelling with an adult other than his/her parents, or with only one parent, it is recommended that a notarised letter be written by the parents, or non-travelling parent, granting authorisation to travel, including the dates of travel. We suggest that you also contact the appropriate consulate and airlines because they may have additional requirements or recommendations.

## SMOKING

35. Smoking, including e-cigarettes, is not allowed on transportation that is exclusively provided by The Company. On cruise ships, smoking is restricted to certain areas of the vessel. As a standard rule, The Company confirms non-smoking hotel rooms. If you require a smoking room a request may be submitted, but we cannot guarantee availability.

## WIFI

36. For tours where Wi-Fi is available on the motorcoach, Wi-Fi connectivity is provided by an independent third party with separate terms and conditions of usage and acceptance thereof. These can be found online or will be made available upon request.

## PRICE POLICY

37. All holiday prices are based on rates (including foreign exchange rates) known at the time of publication, are expected to be in effect at the time of departure and do not include airfare except where specified. Prices are subject to increase without notice if such rates change prior to departure. Holiday prices are per person, based on double occupancy. Single room supplements are listed where applicable. Triple room reductions for land holidays are also listed, but are not available on cruises. Please call us for more information on rates. Not all accommodation types are available on all holidays.

38. Prices will be confirmed at the time of reservation. Prices are subject to increase without notice, subject to the guarantees set forth below.

39. Once The Company has received your full deposit for any holiday departing 01 January 2017 to 31 December 2017, that price

(excluding air travel) is guaranteed, and any subsequent land/cruise cost increases are at The Company's expense, not including surcharges, energy cost increases, air travel whilst on tour and/or any government tax increases. Air travel tickets booked via The Company are guaranteed once full payment has been received. This guarantee does not include any government/airport tax increases and currency fluctuations.

40. 2018 departures are subject to price and itinerary modifications. Full details will be available in September 2017. Travellers have the right to cancel their reservation without penalty within 7 days of notification in the event of a price increase for departures in 2018 prior to the release of the 2018 brochure.

## VISAS & PASSPORTS

41. You are responsible for obtaining and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. The Company is not responsible for providing specific visa and passport information or documentation, and The Company cannot accept liability for any traveller refused entry onto any transport or into any country due to failure of the traveller to carry correct documentation. All travellers travelling internationally are required to have a passport. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of the trip. It is recommended you have a minimum of three blank pages in your passport when travelling, as many countries require blank pages. Multiple entry visas are required for some holidays. It is your responsibility to verify all visa and passport requirements. The process of obtaining a visa and/or passport can take up to three months or more.

## HOTELS & ACCOMMODATIONS

42. The hotels listed in this brochure are intended to be used on all departures; however hotels are not guaranteed. Cosmos reserves the right to substitute other hotels than those listed on the itinerary pages. If a change becomes necessary for any reason, including alternate hotels for additional departures on the same date, or hotel location changes within or outside itinerary cities, the hotel substituted will be of equivalent or higher quality to those shown. No refunds are provided for hotel changes; full cancellation penalties as noted above apply.

## ITINERARY VARIATIONS

43. The accommodation listed on our websites/brochures is intended to be used on all departures. However, if a change becomes necessary for any reason, substitute accommodation will be equivalent in standard to that shown. No refunds are provided for accommodation variations and full cancellation penalties as noted above apply.

44. Every effort is made to reserve only twin-bedded rooms. Occasionally, some hotels will only provide double-bedded rooms. These rooms will be allocated to couples where possible. Room and bed preferences may be requested, but are not guaranteed. Please note that check-in times vary worldwide and The Company cannot control or guarantee check-in times. Triple-room configuration is at the discretion of individual hotels. Payment for a single supplement ensures your own room, not necessarily a twin bedded room.

## TERMS & CONDITIONS – CONTINUED

On cruises, staterooms are subject to change and are finalized upon embarkation.

45. In exceptional cases where private bath or single rooms as reserved by us are not available, refunds will be made by the Cruise Director, Tour Director, or Local Host. Claims for such refunds will not be accepted after the holiday has been completed.

### BAGGAGE ALLOWANCE

46. Portage for one suitcase per person travelling is included in the holiday price, except where portage is unavailable. Airport and train station portage is not included. Your single bag should not exceed the dimensions of 76x53x28cm (30"x21"x11") and weight of 22kg (50lbs). We are unable to accept a second suitcase or any luggage exceeding these limits except on Avalon Europe holiday itineraries. Some holidays have more restrictive regulations than these listed above. Please refer to your travel documents for applicable regulations.
47. Size and weight limitations for carry-on and checked baggage vary from airline to airline and even according to destination, and are becoming more restrictive. Most airlines charge fees for checked baggage and these fees are not included in the airfare or the holiday package price. Please check with your airline(s) directly for baggage information, regulations and fees. The Company is not responsible for additional fees imposed by air carriers for baggage. Regulations within most airports require that travellers handle their own luggage through customs.

48. Carry-on baggage is limited to one bag per person travelling and must not exceed the dimensions of 30x28x14cm (12"x11"x6"). For safety reasons, wheeled carry-on bags are not suitable and will not be permitted as hand luggage on motorcoaches and minibuses. Carry-on bags must be small enough to store in overhead bins or under the seat in front of you on motorcoaches and other transportation.
49. The Company will not accept responsibility for loss of or damage to baggage or any of the traveller's belongings throughout the duration of the holiday. The Company recommends that you ensure loss of or damage to baggage is included in your comprehensive travel insurance.

50. Journeys Club members can save 5% on any 2017 or 2018 Holiday. You must have travelled with the company since 2005 and enrolled at [Globusfamily.com.au](http://Globusfamily.com.au) to receive your membership number. To be eligible for the discount you must present your member number at time of booking and before full payment is paid. The 5% discount is based on the land-only portion of the core Globus, Cosmos, Monograms, or Avalon Waterways tour, package or cruise and on twin share price, not including extra night accommodations, extensions, taxes/fees, tips, port charges, upgrades or supplements/reductions. Booking must be made for travel commencing by 31 December 2017. Applies to new bookings only and subject to changes and amendments. Full cancellation penalties will apply. Additional restrictions may apply.

51. Airfares & airport taxes and fees (unless specified); passports; visas; airport transfers;

vaccinations; tips to your Cruise/Tour Director, Tour Driver (unless pre-paid, see below), local city guides and other ship personnel; gratuities on ferries, trains and cruise ships laundry; telephone; mini-bar; alcohol; beverages and food not on the contracted Cosmos menu (these extra items will be billed to you before leaving the hotel, ship or restaurant); optional excursions; portage at airports and train stations; SafetyNet Protection; insurance of any kind; baggage fees; and all other items of personal nature.

### REFUNDS

52. Please note that any request for refunds is subject to these Terms & Conditions: no refund will be made for unused services, for unused transportation where group activity tickets are involved, or for voluntary modifications made by the traveller.

### PREPAID GRATUITIES

53. If you have prepaid your gratuities to your Tour/Cruise Director and Driver or if they are already included in the price of the holiday, this will be detailed within your Tour/Cruise Member Certificate and vouchers will be included within your Tour Documentation. Prepaid gratuities cover only the land portion operated by The Company of the tour itinerary. Where The Company sources other leading operators for cruising, rail or local guided elements of your holiday, the option to prepay local gratuities is not available.

### SERVICE INQUIRIES AFTER THE HOLIDAY AND COMPLAINTS

54. After returning from your holiday, if you wish to inquire about any services provided, please ensure that all correspondence relating to those services is received by the Globus family of brands, Client Relations, Circuit Travel Pty Ltd (see address under "Responsibility").
55. Should you have a complaint in respect of your holiday, you should inform your Tour/Cruise Director immediately so they may attempt to rectify the matter. Any complaint or claim involving the holiday services offered must be notified to The Company within 30 days of the holiday completion date.

### HOLIDAYS

56. During local or national holidays or special events, on Sundays and religious occasions, certain facilities such as museums, places of worship, restaurants, sightseeing tours, and shopping may be limited or not available. Alternatives will be offered whenever possible. The Company will not be held responsible for any closures or curtailments in circumstances beyond its control.

### ACCEPTANCE OF RISK

57. Please be aware that during your participation in holidays operated by The Company, certain risks and dangers may arise beyond our control, including but not limited to: the hazards of travelling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. The Company will not be liable for the provision of medical care or the adequacy of any care that may be rendered. While The Company will use its best efforts to ensure that adequate measures are taken,

by agreeing to participate in a holiday and/or optional excursions you agree that you will hold The Company harmless regarding any provision of medical care or the adequacy of any care rendered.

58. The Company will use its best efforts to cater for your special dietary requirements and allergies. If you have any special dietary requirements please inform The Company at the time of making your reservation. However, The Company cannot guarantee that certain products will not be in food served. The Company will not accept any liability in relation to any medical conditions, special dietary requirements and/or allergies of travellers, even if such conditions are listed in the Emergency Contact Details provided by the traveller. You must make your own decisions when selecting meals. The Company's comments are only to assist you in making an informed decision.

### EMERGENCY CONTACT DETAILS

59. All passengers must provide emergency contact details and travel insurance information prior to travel so that The Company can get in touch with friends or family in case of an emergency. Emergency contact details should be provided by creating a customer account (MyAccount) at [www.globusfamily.com.au](http://www.globusfamily.com.au) and following the instructions given. This must be completed prior to documentation being released.

### PHOTOGRAPHS OR PICTURES

60. Photographs or pictures appearing in this brochure/website should be used solely as an indication of facilities and attractions. Actual facilities and attractions may vary according to itinerary. Maps shown on the holiday pages are current at the time of printing and may not reflect the actual holiday routing should the itinerary change.

### PRIVACY POLICY

61. Circuit Travel is committed to the privacy of both existing and prospective clients. Circuit Travel respects and shares concerns of our clients over the protection of their personal information. It is for this reason that International Holidays adheres to the privacy sector provisions of the Privacy Act 1993. Please visit [www.cosmostours.com.au](http://www.cosmostours.com.au) to view our Privacy Policy.

### EXCLUSION OF LIABILITY FOR OPTIONAL EXCURSIONS & ACTIVITIES

62. Carriers, accommodation, and other suppliers ("the Suppliers") (including but not limited to trains, cruises, ferries, motor coaches, hotels, and restaurants) providing optional activities and excursions ("the Services") available for booking are not run, supervised, or controlled in any way by The Company. These Services are provided by local operators or other third parties that are entirely independent of The Company, which has no control and has no right of control over the operations of these independent contractors. Such Services do not form any part of the product or services sold by The Company, even where The Company suggests particular operators/other third parties and/or assists in booking such Services.

63. Your contract for the Services will be with the Supplier and will be subject to its Terms and Conditions, which may contain exclusions or limitations of liability. The Company has no liability for any such activity or excursion or for any act(s) or omission(s)

of the Supplier or for any of its employees or agents or any other person(s) connected with the Service. Any advice or assistance on or with the Service provided by any local representative does not mean or imply that the Service is sold, supervised, or controlled by The Company or that any such advice or assistance is given on behalf of The Company. Travellers are asked to check with the Supplier and the applicable Terms and Conditions before booking.

### EXCLUSION OF LIABILITY FOR TOUR ITINERARY CHANGES AND CANCELLATIONS

64. In the event of water problems on stretches of any waterway, technical problems of any nature, severe weather, flooding, fire, drought, earthquake, explosion, peril of navigation, industrial action, civil unrest, war, government order or act, operational requirements or any circumstances beyond the reasonable control, it may be necessary to modify or cancel an itinerary. The Company reserves the right to change the itinerary whenever conditions, in the opinion of the Master of the Ship or local waterways regulations, render it advisable or necessary. These events are beyond our control and The Company will not be responsible for any loss, expense, or inconvenience caused by reasons of such changes.

65. The Company reserves the right to cancel, advance or postpone any scheduled tour date in accordance with operational requirements or circumstances beyond its control and may, but is not obliged to, substitute another vessel and shall not be liable for any loss whatsoever to holiday participants by reason of any such cancellation, advancement or postponement. In the event of cancellation by The Company, tour/cruise participants' only right of recourse shall be to a refund of monies paid to The Company in connection with such tour/cruise. In the event of charters of the vessels, strikes, lockouts, riots, or stoppage of labour for whatever cause or for any other reason whatsoever, The Company may at any time cancel, advance, or postpone any scheduled sailing and may, but is not obliged to, substitute another vessel and shall not be liable for any loss whatsoever to tour/cruise participants by reason of any such cancellation, advancement, or postponement.

### RESPONSIBILITY AND EXCLUSION OF LIABILITY:

66. Subject to clauses 62 to 65 above, The Company is responsible for providing the services described in this brochure, including arranging transportation, sightseeing, and accommodation as described. All references to The Company include its agents and employees.
67. These tours include the services of operators other than The Company, for example accommodation providers, airlines, other carriers, and optional tour operators ("the Suppliers"). In making your travel arrangements The Company acts only as an agent for the Suppliers who are independent contractors and are not agents, employees, or servants of, or in joint venture with, The Company or its affiliates. All certificates and other travel documents for services issued by The Company are subject to the terms and conditions specified by the Supplier, which are available on request, and to the laws of the countries in which the services are supplied. While The Company takes all

## TERMS & CONDITIONS – CONTINUED

reasonable care in selecting the Suppliers, it does not accept responsibility for any act or omission of the Suppliers.

68. The international carriage of passengers is subject to international conventions and treaties. These international conventions and treaties limit and, in some events, exclude the carrier's liability to travellers. Where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail, or road carrier or any stay in a hotel, The Company's maximum liability is the maximum which would be payable by the carrier or the hotel keeper concerned under the applicable international convention or treaty applicable to the travel arrangements or hotel stay. International conventions and treaties that may apply include: the Montreal Convention (1999), the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (the Warsaw Convention), the Warsaw Convention as amended at The Hague on 28 September 1955 and the Warsaw Convention as amended at The Hague and by Additional Protocol No. 1, 2 or 4 of Montreal (1975) and the EU Regulation on Air Carrier Liability for air carriers with an operating license granted by an EU country, in relation to air travel; 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.

69. Booking and payment for a tour shall constitute agreement and acceptance by the passenger of these terms and conditions which cannot be varied except in writing by an officer of the Company.
70. After departure, if the services included in the holiday cannot be supplied, or there are changes in an itinerary for reasons beyond the control of The Company, The Company will arrange for the provision of comparable services wherever possible. Any resulting additional expense will be payable by travellers and any resulting savings will be refunded by The Company to travellers.

71. The Company reserves the right to accept or reject any person as a traveller, to expel any traveller from the holiday, to make changes in the itinerary whenever The Company deems it necessary for the comfort, convenience, or safety of travellers, and to cancel a holiday at any time in accordance with operational requirements or circumstances beyond its control.

72. Notwithstanding anything contained in these conditions, The Company shall continue to be subject to any guarantees provided by the Competition and Consumer Act 2010 and the Australian Consumer Law (the Act) if and to the extent that the Act is applicable to these conditions and prevents the exclusion, restriction and modification of such guarantees.

73. The Company excludes all liability including liability for any loss, damage, costs and expenses whatsoever (including personal injury, death, and property loss) that may arise in connection with or arising out of your holiday and liability under implied conditions, and warranties and guarantees except any

guarantees, the exclusion of which would cause this Clause to be void, such guarantees being referred to in these conditions as "non-excludable guarantees".

74. The Company limits its liability to you for breach of any non-excludable guarantees to the supplying of the service again or the payment of the cost of having the service supplied again, as determined by The Company.
75. You agree that neither The Company nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss) or expense occasioned by any act or omission of any Supplier providing services, or of any insurer or insurance administrator, or of any other person.

76. Legal proceedings against The Company may be instituted only in a court within the State of New South Wales, and any claim involved in such proceedings shall be decided in accordance with the laws of the State of New South Wales. Neither The Company nor any affiliate shall in any case be liable for other than compensatory damages, and you hereby waive any right to punitive or aggravated damages. No person, other than an authorised representative of The Company by a document in writing, is authorised to vary, add, or waive any term or condition in this brochure/website, including any term or condition set forth in the preceding provisions.

### TRADE NAME

COSMOS is a trademark owned and/or applied for and/or registered by Cosmos European Travels AG, in the Australian Trademarks Registry and in other global jurisdictions. Circuit Travel Pty Ltd., is an authorised user of the trade and service mark COSMOS owned by Cosmos European Travels AG.

Our Australian address  
Cosmos Circuit Travel Pty.Limited  
Level 5, 309 Kent Street  
SYDNEY NSW 2000 GPO Box 3436  
SYDNEY NSW 2001  
Enquiries: [www.cosmostours.com.au/contact-us](http://www.cosmostours.com.au/contact-us)  
Telephone: 1300 230 234

AGENT RESERVATIONS ONLY  
Sydney Metro: (02) 8259 1110  
Interstate: 1300 130 134  
Facsimile: (02) 8259 1120  
E-mail: [reservations@cosmostours.com.au](mailto:reservations@cosmostours.com.au)  
Online reservations available at  
[www.globusfamily.com.au/onlinebookings](http://www.globusfamily.com.au/onlinebookings)

Feedback and/or Service Enquiries After your Holiday  
Should you wish to contact The Company after returning from your holiday, please contact us at:  
Email: [clientrelations@globusfamily.com.au](mailto:clientrelations@globusfamily.com.au)  
ABN 12 001 268 257  
Licence No: 2TA000637

