

BOOKING CONDITIONS

contiki

Once Contiki accepts your booking by confirmation thereof a contract is made between Contiki & you upon the terms & conditions set out below.

The following Booking Conditions, have to the extent possible, taken account of the European Community Package Travel Directive. Legal interpretation on specific clauses of this directive may vary between European Community member states. Contiki accept that the legal interpretation of the member state where the booking is made will prevail over the following Booking Conditions where the Package Travel Directive have been adopted into law.

OUR RESPONSIBILITIES

1. YOUR HOLIDAY RESERVATION

On receipt of your deposit, subject to availability and at our discretion, Contiki will reserve your place on your selected holiday. A contract is made between you and Contiki Holidays Limited (Registered in Guernsey No. 50681 (Contiki)) only upon your booking being confirmed and accepted by us and our communication thereof to you or your travel agent.

2. YOUR FINANCIAL PROTECTION

Contiki are a member of ABTA and hold ATOL Number 10144 issued by the Civil Aviation Authority, which provide for your protection in the event of our insolvency. Only bookings from countries subject to the EC Package Travel Directive will receive financial protection from ABTA & CAA. Many of the flights and flight-inclusive holidays in this brochure are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed in this brochure. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those

parts will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLCertificate When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. Any monies paid to us for non-licensable products (accommodation and packages which do not include flight elements) are protected by means of a bond held by us with ABTA. This means that if, in the unlikely event of our insolvency, the accommodation or package cannot be provided, the client will receive their money back or, if their stay has started, arrangements will be made for them to be able to continue as planned.

3. PRICE GUARANTEE

Prices are based on costs, taxes (including VAT/ sales taxes), levies & exchange rates as at 16th November, 2017. Should these costs change, it may be necessary to make a surcharge on the price of your holiday. 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.

4. IF WE CANCEL OR CHANGE YOUR HOLIDAY

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

4.2 Should change or cancellation prove necessary we will give you reasonable notice thereof, in the circumstances, and where available, offer you a comparable alternative. Where cancellation is necessary, a minimum period of 45 days notice will be given by us unless the circumstances leading to the cancellation were beyond our reasonable control.

4.3 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.

4.4 If the change or cancellation is due to force majeure (i.e. circumstances like political unrest, war or threat of war, riots, civil strife, closure of airports or ports, industrial disputes, terrorist activity, natural and nuclear disasters, fire, epidemic or health risk, Acts of God, adverse weather conditions or other similar events beyond Contiki's control) we will give a full refund of any monies paid to us less reasonable expenses incurred by us in respect of your booking.

4.5 Contiki is not responsible for the cost of any other travel arrangements affected due to cancellation or the rescheduling of any holiday.

5. HOLIDAY DETAILS AND CONDITIONS

5.1 The information is correct to the best of our knowledge at the time of going to print (December, 2017) but we cannot guarantee that any item or amenity mentioned will be available especially where we have no direct control over it.

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

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

5.4 We reserve the right to alter or substitute the type, 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 including WiFi & power outlets.

6. LIABILITY

6.1 Your travel agent shall, on the receipt of any monies, hold such monies for you until the booking is confirmed at which time those monies shall be remitted promptly by your travel agent to us. All such monies received by us will be deposited as required by law. Any money paid to a travel agent where land arrangements and flights are booked together is held by the travel agent on behalf of Contiki at all times.

6.2 We will be entitled to keep for our account any interest earned on such monies.

6.3 All monies paid by you to us through your travel agent or otherwise, whether in respect of the deposit or full payment, may be disbursed by us as and when we see fit, in respect of the services to be provided and/or fees payable under your selected holiday. The payment of a deposit or any other monies in respect of your holiday shall be deemed to be an authorisation for disbursement thereof as aforesaid.

YOUR RESPONSIBILITIES

1. BOOKING YOUR HOLIDAY

1.1 In order to reserve your holiday, a deposit of €100, per person per trip, or the full amount payable if booking is made within 45 days of your trip departure, 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 €100 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 clients' special meal requirements are not fulfilled.

2. PAYING THE BALANCE

2.1 The balance of the holiday price must be paid by no later than 45 days before the scheduled holiday departure date from your home country which shall be by the due date stated on the confirmation issued to you by Contiki. When making multi-trip bookings, full payment is due no later than 45 days before scheduled departure date of the first departing trip.

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

2.3 Tickets and other documents will not be forwarded until full payment has been received by us.

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

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

3. IF YOU CANCEL

3.1 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.* *With FlexDeposit, the value of the original deposit can be used as credit towards booking a new trip with Contiki. Original deposit refers to the trip's deposit only and excludes any additional deposits such as Inca Trail, or flights. Deposit credit is not valid on existing bookings. The credit 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 expired deposits. 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. Credit can be gifted to family or friends. To gift to family or friend, the customer must email confirmation to Contiki stating the nominated name. Gifting is only valid within 5 calendar years of the original booking. (e.g. cancelled in 2014, valid on trips up to end of 2019). The credit has no cash value and is non-refundable. The credit is combinable with all other applicable discounts. FlexDeposit is not combinable with Early Payment Discounts or Last Minute Deals within 120 days of original travel date.

3.2 Your deposit is non-refundable upon cancellation by you.

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

PERIOD OF NOTICE

CANCELLATION FEE

Over 45 days notice:	Deposit is forfeited
45-22 days:	25% of trip fare
21-8 days:	30% of trip fare
7-1 days:	50% of trip fare
Day of departure:	100% of trip fare

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 vacation insurance policy which you hold, then any such charges may, subject to the terms of your insurance policy, be refunded to you by the insurance company. All cancellation policies valid as at 19th December, 2017 and are subject to change. Final policy will be confirmed at the time of booking.

3.4 Any cancellation of additional services within 14 days from date of service, such as pre & post accommodation & transfers, will incur a 100% cancellation fee. For cancellation of additional services outside of 14 days from date of service, please refer to the above cancellation policy.

3.5 These cancellation fees are in addition to any cancellation fees that may be levied by your travel agent. All cancellation policies valid as at 19th December, 2017 and are subject to change. Final policy will be confirmed at the time of booking.

4. IF YOU CHANGE YOUR BOOKING

4.1 If after your booking has been confirmed, you wish to change to an alternate departure date you may do so subject to availability & provided the new holiday date is also in this brochure.

4.2 A fee of €25 per person will be charged for any revision or alteration made to a reservation after the booking is confirmed, unless the change increases the value of the booking. A change of booking within 45 days of departure will be treated as a cancellation & normal cancellation fees will apply (as detailed in section 3) except when the change is to an earlier departure date of equivalent or greater value, in which case a €25 per person amendment fee will be charged in addition to any amendment fees imposed due to internal flights/local ferries.

4.3 Transfer of the package to another traveller is allowed, however both the original booker and transferee are liable for the payment of any outstanding monies. This may also include any service charges/amendment fees levied on Contiki by 3rd party contractors.

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 Clients must be aged between 18 & 35 inclusive to travel on Contiki trips. Contiki's holidays are specifically planned for those in the 18 through 35 age group. Consequently the facilities & activities on a Contiki holiday are not appropriate to persons outside this age bracket. If you have a question regarding the age groups, you are welcome to discuss this with a Contiki staff member.

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

- Passengers are required to advise Contiki, in advance, of any physical, medical or other special needs that require accommodation.
- All guests 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, assisting with luggage, toileting or dressing,). A companion capable of providing such assistance must accompany any passenger 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 passenger's expense. Contiki is not responsible or liable for any losses or costs incurred as a result of medical services obtained while on your trip, or for the quality of the care or services received.
- Passengers should be aware some trips include rough terrain, extensive walking over cobblestone streets, uneven pavement, steps & locations & overnight accommodations 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. Accommodations on international trips may differ from those in North America. Contiki cannot

guarantee disability access or accommodations for passengers traveling on international trips.

- Passengers are required to carry their own luggage to the coach & also to their rooms, there may be times passengers are required to carry their luggage far distances & up many flights of stairs with no assistance.
- Contiki may, in its sole discretion, decline the booking of any passenger or remove any passenger who cannot comply or refuses to comply with Contiki's terms & conditions. Contiki is not responsible for any costs incurred in the event a passenger is removed from a trip. Passengers agree not to hold Contiki or any of its related entities liable for any actions taken under these terms & conditions.

5.4 You are responsible for all travel arrangements & costs to/from the point of commencement/conclusion of the holiday.

5.5.1 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 have 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 such event, you will be responsible for your own repatriation & related costs & have no claims against us.

5.5.2 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.

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

5.6 Where the passenger occupies a motorcoach seat fitted with a safety belt, neither the operator or service providers, agents or cooperating organisations shall

be liable for any illness, injury or death nor any loss, 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 & all visas, permits & certificates required for your selected holiday as well as any necessary vaccinations & to comply with all applicable laws.

5.8 You agree that our Trip Manager or Contiki Representatives may take photographs & films of you while you are on holiday & that these may be used in our Group 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 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. If you do not write within 42 days, your rights under this contract may be affected. 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.

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

5.10.2 If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, that provision shall be deemed to be re-written to give effect to the same purpose within the permitted limits of the law. The validity & enforceability of the other provisions shall not be affected.

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

6. COMPULSORY INSURANCE

Travel insurance is compulsory on our trips, visit contiki.com/insurance for more info. 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 ABSENTEEISM

In the event of your withdrawal from a holiday after the commencement as a result of illness, you must obtain a medical certificate in support of any insurance claim. 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 (unless you have booked a trip & fly package), airport taxes, passport & visa fees, insurance, laundry, phone calls, beverages, meals not detailed in the itinerary, tips to Trip Managers & Trip Drivers, items of a personal nature, excess baggage & optional excursions.

9. WEATHER CONDITIONS

Under no circumstances can we be held responsible for snow or weather conditions, nor can any holiday be cancelled or amended by you at any time on the basis of snow or weather conditions.

10. LUGGAGE RESTRICTIONS

Luggage is restricted to one reasonable sized, non-expanding suitcase size up to 29" x 20" x 10" (73cm x 50cm x 25cm) & the maximum weight of 20 kilos (44lbs.) plus one small hand/day bag that can go on the coach with you. Contiki reserves the right to refuse to accept larger suitcases on the trip.

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 passengers are not on board planes, transportation or conveyances. We rely on international conventions, national & 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 passengers & luggage. Enrolment in & payment for a trip shall constitute agreement & acceptance by the passenger 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 & 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 handicapped clients (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. ARBITRATION

Disputes arising out of, or in connection with, this contract which cannot be amicably settled, may be referred to arbitration, if the customer so wishes, under a special scheme arranged by the Association of British Travel Agents, & administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple & inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims, which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. The application for arbitration & Statement of Claim must be received by the Chartered Institute of Arbitrators within eighteen months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA code does not require such agreement.

3. VALIDITY

The programmes advertised in this brochure are valid from April 2018 to October 2019.

4. OPERATING COMPANIES

The programmes advertised in this brochure are operated by Contiki Holidays (Australia) Pty Ltd and Travel Corporation NZ Limited.

5. CONTIKI IS REPRESENTED IN:

Australia, Brazil, Brunei, Canada, China, Costa Rica, Germany, Hong Kong, 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. IMPORTANT NOTICE: ABTA statement: Contiki Holidays Ltd is a member of ABTA under the following membership numbers: Contiki Holidays Y1792. ABTA and ABTA Members help holidaymakers to get the most from their travel and assist when things don't go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For more information on ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London SE1 9EQ, tel 020 3117 0500 www.abta.com



DATA PROTECTION STATEMENT

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.). Where the data might be passed on for marketing purposes, you have the right to opt out of future marketing. You also have a right of access to data held which can be obtained by writing to Contiki Holidays Ltd, Travel House, Rue du Manoir, St Peter Port, Guernsey, Channel Islands, GY1 2JH.