

South Asia Travel Booking Conditions

Please read the following Booking Conditions carefully. By booking with South Asia Travel Pty Ltd you acknowledge that you have read, understood and accepted the Booking Conditions set out below and that you have obtained the agreement to these Booking Conditions from all other persons for whom the booking is being made.

Brochure validity: This brochure is valid from 1 January 2006 to 31 March 2007. Prices in this brochure are a guide only and subject to change. Please obtain a full quote from us for your preferred package at the time of booking.

Limit of services: We act as an agent for various third party service providers ("service providers"). We do not provide any transport, accommodation or other services *other than* that of booking agent. All bookings are made subject to the terms and conditions imposed by the service providers on the services they provide. You should ensure that you read and understand the terms and conditions imposed by all service providers providing your package services.

Price changes: All prices are quoted in Australian dollars and include Australian Goods and Services Tax and the other taxes and charges listed on our quote/invoice. We reserve the right to pass on to you any increases in costs (including, but not limited to, arising or resulting from fluctuations in exchange rates and changes in taxes and charges) even after you have made part or full payment.

Surcharge for credit cards: Prices quoted are for cash or direct deposit (electronic funds transfer). A small additional service fee of up to 3% of the total invoice applies for credit card payments.

Deposit and final payment: A deposit of \$250 per person is payable within 7 days of a confirmed booking. This deposit is non-refundable unless the booking is cancelled by us without your request and through no fault of yours. Please note that a deposit does not guarantee the prices quoted will remain the same – a deposit merely reserves services for you. The balance of the total payment is due at least 42 days before the due date for departure.

Late bookings: Bookings made within 42 days of departure will only be accepted if we receive full payment at the time the booking is made by you.

Changes by you to bookings: We do not charge you for the first change to an existing booking, however you will be charged a fee of \$25 per change for any additional changes to your booking. You will be responsible for any charges we incur from third parties in either case.

Cancellation by you: If you cancel part or your entire package either before or after final payment, we will refund all payments received less your deposit and any deposits and cancellation fees paid or payable by us to service providers with whom we have booked (which may amount to the full payment received from you). If you cancel part or your entire package after the commencement of the package, no refund is available for any part of the package that is not utilized. Your deposit will not be refunded in any case.

Changes or cancellation by us: We will notify you immediately if we have to change any part of your package for reasons beyond our control. If, as a result or any such changes your holiday costs you more or is substantially different from that which you originally booked, you may cancel the package and obtain a full refund of any monies already paid, less any charges levied by service providers. If we cancel, or a service provider cancels, a service you have booked through us, we will refund any payment we have received from you in full. However we do not take responsibility for any other costs that you may incur as a result of such cancellations.

Product description and star rating: The product description and 'star rating' in this brochure is based on information provided by service providers and other sources. The 'star rating' is an indication of the likely standard of accommodation or service and is only intended as a guide. We do not guarantee the standard of service claimed by service providers and accept no liability for any loss or damage resulting from any errors or omissions in the information in this brochure

Maps and photographs: All maps and photographs are supplied by third parties. Maps are provided for general information only and we do not guarantee the accuracy of them. Photographs are only indicative of places or services provided in the geographic region. Your accommodation may not be identical to the accommodation shown in the photographs and your package may not include all locations shown.

Limitation of liability: We only accept liability for any loss or damage you may incur as a direct result of our negligence. To the full extent permitted by law, we do not accept liability for loss or damage of any sort whatsoever, whether caused directly or indirectly, resulting from events beyond our control including, but not limited to, the actions of service providers. If the Trade Practices Act 1974 (Cth) or any similar law implies a condition or warranty that cannot be excluded, our liability shall be limited to, in our absolute discretion, the supply of another package (or part thereof, as the case may be) or the cost of the package. We recommend that you consult the Australian Government on travel advice before making your booking and again before you commence your journey.

Travel insurance: We strongly advise that you purchase a comprehensive international travel insurance policy at the time of booking. We can arrange travel insurance for you or you may arrange it yourself directly through one of the many insurance companies that offer international travel insurance.

Passport, visa and health certificates:

It is your responsibility to ensure that you have a valid passport, visas, health certificates and all other necessary documentation to enter and exit the countries you intend to visit or transit. Please note that many countries require a passport be valid for a minimum of six months at the time of travel. For more information please contact the embassy or consular agency of the country concerned.

General: The laws of South Australia govern these Booking Conditions and the parties agree to submit to the exclusive jurisdiction of the courts of South Australia. These Booking Conditions constitute the entire agreement between you and us. If any provision of these Booking Conditions is held, in part or in full, to be illegal or unenforceable, that provision (or the offending part of it) shall be severed from the remaining provisions of these Booking Conditions.

Privacy: We take the privacy of your personal information very seriously and adhere to the National Privacy Principles under the Privacy Act 1988 (Cth) as amended by the Privacy Amendment (Private Sector) Act 2000 (Cth). We will collect certain personal information from you when you book with us and in any of your other contacts with us. We will ensure that your personal information is only used by us or disclosed to third parties for the purpose of arranging and booking your package and otherwise providing our services or as required or authorized by or under law. We take no responsibility for any misuse of your personal information by third parties to whom your information is disclosed.

In these Booking Conditions: 'we', 'us' and 'our' means South Asia Travel Pty Ltd; 'you' and 'your' means the customer using our services; and 'package' means the total of all services booked by you through us on each occasion.