

BOOKING CONDITIONS AND OTHER IMPORTANT INFORMATION

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SUMMARY BOOKING AND CANCELLATION TERMS FOR HOLIDAYS EXCLUDING OBERAMMERGAU

GUIDED HOLIDAY		AIR TICKETS		EXTRA ACCOMMODATIONS		CHARGABLE TRANSFERS	
Deposit required	\$200	Deposit required	As per airline policy	Deposit required	No additional deposit required	Deposit required	No additional deposit required
Final Payment	45 days	Final Payment	As per airline policy	Final Payment	In accordance with guided holiday	Final Payment	In accordance with guided holiday
No of Days	Penalty	No of Days	Penalty	No of Days	Penalty	No of Days	Penalty
80 days and over	Deposit	80 days and over	\$75 plus airline charges	80 days and over	\$35	80 days and over	\$35
79 - 65 days	Deposit	79 - 65 days	\$75 plus airline charges	79 - 65 days	\$35	79 - 65 days	\$35
64 - 45 days	Deposit	64 - 45 days	\$75 plus airline charges	64 - 45 days	\$35	64 - 45 days	\$35
44-22 days	25%	44-22 days	\$75 plus airline charges	44-22 days	Higher of \$35 or 25% of accommodation price	44-22 days	Higher of \$35 or 25% of transfer price
21-8 days	30%	21-8 days	\$75 plus airline charges	21-8 days	Higher of \$35 or 30% of accommodation price	21-8 days	Higher of \$35 or 30% of transfer price
7-1 days	50%	7-1 days	\$75 plus airline charges	7-1 days	100% of accommodation price	7-1 days	100% of transfer price
Departure Day/No show	100%	Departure Day/No show	\$75 plus airline charges	Departure Day/No show	100% of accommodation price	Departure Day/No show	100% of transfer price

SUMMARY BOOKING AND CANCELLATION TERMS FOR HOLIDAYS INCLUDING OBERAMMERGAU

GUIDED HOLIDAY		AIR TICKETS		EXTRA ACCOMMODATIONS		CHARGABLE TRANSFERS	
Reservations on or before to 30 Sept '19		Reservations on or before to 30 Sept '19		Reservations on or before to 30 Sept '19		Reservations on or before to 30 Sept '19	
Initial Deposit	NZ\$300	Deposit required	As per airline policy	Deposit required	No additional deposit required	Deposit required	No additional deposit required
Interim Deposit (30 Sept '19)	NZ\$540	Final Payment	As per airline policy	Final Payment	No additional deposit required	Final Payment	No additional deposit required
Reservations after to 30 Sept '19		Reservations after to 30 Sept '19		Reservations after to 30 Sept '19		Reservations after to 30 Sept '19	
Deposit required	NZ\$840	Deposit required	As per airline policy	Deposit required	No additional deposit required	Deposit required	No additional deposit required
Final Payment	90 days before departure	Final Payment (before departure)	As per airline policy	Final Payment (before departure)	In accordance with guided holiday	Final Payment (before departure)	In accordance with guided holiday
No of Days	Penalty	No of Days	Penalty	No of Days	Penalty	No of Days	Penalty
170 days and over	Deposit	170 days and over	\$75 plus airline charges	170 days and over	\$35	170 days and over	\$35
169 - 120 days	NZ\$450	169 - 120 days	\$75 plus airline charges	169 - 120 days	\$35	169 - 120 days	\$35
119 - 46 days	NZ\$840	119 - 46 days	\$75 plus airline charges	119 - 46 days	\$35	119 - 46 days	\$35
45-22 days	100% of Oberammergau supplement + 25% of land only price excl. Oberammergau	45-22 days	\$75 plus airline charges	45-22 days	Higher of \$35 or 25% of accommodation price	45-22 days	Higher of \$35 or 25% of transfer price
21-8 days	100% of Oberammergau supplement + 30% of land only price excl. Oberammergau	21-8 days	\$75 plus airline charges	21-8 days	Higher of \$35 or 30% of accommodation price	21-8 days	Higher of \$35 or 30% of transfer price
7-1 days	100% of Oberammergau supplement + 50% of land only price excl. Oberammergau	7-1 days	\$75 plus airline charges	7-1 days	100% of accommodation price	7-1 days	100% of transfer price
Departure Day/No show	100% of Oberammergau supplement + 100% of land only price excl. Oberammergau	Departure Day/No show	\$75 plus airline charges	Departure Day/No show	100% of accommodation price	Departure Day/No show	100% of transfer price

YOUR GUIDED HOLIDAY BOOKING

Trafalgar Tours NZ Ltd is the 'Sales Company'; Trafalgar Tours Limited is the 'Operator'; collectively these companies are referred to as 'Trafalgar'.

Your agreement is with Trafalgar and a contract is formed when you make a reservation with us that we accept. Inclusion in and payment for a guided holiday shall constitute acceptance by the guest of the terms and conditions in this brochure. These cannot be varied except in writing by an officer of the Company. The invalidity of any provisions herein shall not affect the validity of any other provisions. The agreement shall be construed as though the invalid provision was not contained herein and was replaced with an enforceable provision as similar as possible to the original provision.

Disclaimer Personal and each individual's goals and experiences may differ. Trafalgar will not be bound by, or liable for, any description, photograph, representation or warranty made by or provided by any independent third party sales representative, Travel Agent, or other person or entity relating to any holiday offered by Trafalgar.

Departure Date The departure date is the date indicated on the Trafalgar confirmation.

Security Security is a major concern to all of us and the situation globally is constantly changing. Events around the world, coupled with the 'Travel Advisories' put out by various governments, may at times necessitate changes to the accommodations and itinerary or even trip cancellation. You must accept these risks involved in travel to any country that may experience security difficulties and accept responsibility for your own travel decisions.

Oberammergau and Passion Play All Oberammergau inclusive holiday prices are indicative only and are subject to change including, but not limited to, hotels, meals, sightseeing inclusions, itineraries, transfers and transportation all subject to change. Confirmed prices will not be available until 31 August 2019.

All Oberammergau inclusive holiday deposits are non-refundable unless overall price increases by more than 15%, in which case guests are eligible to cancel without penalty. If the trip price decreases, guests will be entitled to the lower trip price.

No Early Payment Discounts nor any other discounts are applicable to the Oberammergau portion of the trip.

Deposit protection guarantee is not available on trips including the Oberammergau.

Trafalgar has secured hotel accommodation either in Oberammergau or close by in the picturesque villages of the Bavarian Alps. Please note that single and triple rooms are not available for the Oberammergau stay. Solo travellers and triple share guests will be matched and accommodated in a twin room with a fellow solo Trafalgar traveller (of the same gender) for the duration of the stay.

All services in Oberammergau are provided by a local agent, and hotel details will be advised by the Travel Director during the trip.

NOTE: Where Oberammergau specific terms and conditions conflict with those for holidays excluding Oberammergau the specific Oberammergau terms and conditions shall prevail.

WHAT'S INCLUDED IN THE GUIDED HOLIDAY PRICE

Inter-city Travel By private motorcoach, trains, cruises and ferries (see itineraries).

Air Transportation Not included unless otherwise outlined in each itinerary page price panel.

Guided Holiday By air-conditioned luxury motorcoaches. On London sightseeing and some Regional holidays, including the Middle East and Eastern Med, smaller motorcoaches without toilet facilities are used. If due to circumstances beyond our control motorcoaches are used otherwise than as advertised, a refund of \$10 per person will be made.

Toilets may be affected by higher altitude or extreme weather conditions such as freezing temperatures and for the comfort of those on board the motorcoach the toilets may have to be closed. In these circumstances additional rest breaks will be incorporated into the itinerary.

Hotel Accommodation Prices are per person, based on two persons sharing with private bath or shower. Triple rooms may be available on selected holidays in limited numbers. Triple rooms will often feature one foldaway bed plus one double bed. Three adults may find these rooms small and suitcase space slightly restricted. They are generally more suitable for two adults and one child.

Every effort has been made to reserve two-bed rooms; however, on some occasions, rooms with one double bed may be the only choice available. These rooms will be allocated to single Travellers and couples first; other rooms may feature a single bed and rollaway bed, Murphy bed or sleeper sofa. A limited number of twin rooms are available with our Shared Rooming service. Trafalgar shall not be responsible or liable for any claims or issues arising out of the shared rooming. Special room requests (adjacent, connecting or lower-floor rooms, as examples) must be made at time of booking. Special room requests are not guaranteed and are based on availability at time of check-in. Many hotels are 100% smoke-free, including all guest rooms, restaurants, lounges, meeting rooms and public spaces. Smoking in a non-smoking room may result in a fine.

Substitute hotels may be used sometimes. We try to use hotels of similar standard. Hotel Frequent Traveller program points are not earned with hotels on Trafalgar holidays.

Note hotel room sizes, standards, facilities and services provided may vary from country to country and region to region and are often local in style.

Cruises Per person prices are based on two persons sharing a cabin with two berths, private shower and toilet. A limited number of single cabins are available at an extra cost. On Nile cruises, triple rooms are not available.

Free WiFi Internet Service Complimentary WiFi service is available in many Trafalgar hotel guestrooms and/or the public areas of most hotels. In most countries complimentary WiFi is also provided on-board the motorcoaches except in remote locations. The WiFi on the motorcoaches uses the mobile phone network and as a result the connection will be slower than standard broadband and at times may not be available. Audio and Video streaming is not available using motorcoach WiFi. Please note that it is not available on train trips, or when the main Trafalgar motorcoach is not being used, such as on transfer motorcoaches and other local services. For further information on which countries WiFi is offered in as well as daily data allowances please refer to the Trafalgar website www.trafalgar.com/wifi.

Travel Director Guided holidays are conducted in English by a professional Travel Director. In Egypt, only itineraries of 10 guests or more will be guided by a Travel Director. In Turkey and Israel holidays are conducted by a Local Expert. In the unlikely event that there are fifteen guests or less travelling on a departure, Trafalgar reserves the right to operate this departure on an individual basis with private transfers and individual arrangements. Please refer to the individual guided holiday. Itinerary extensions are operated on a locally hosted basis using regular English-speaking Local Host services.

Meals Meals are included as detailed on itineraries.

Sightseeing Experiences, entrance fees and an English-speaking Local Specialist (when required) are included as detailed in the itinerary pages.

Transfers Between airports, hotels, railway stations and piers are included as indicated on each guided holiday itinerary. There will be no refund for missed or unused transfers. If you did not purchase your flights from Trafalgar, you will need to provide your arrival and departure flight information to Trafalgar at the time of booking. It is your responsibility to update Trafalgar with any changes to your flight schedule to ensure that you receive your transfers. Failure to do so may result in missing these services and no refund shall be due for missed arrival transfers resulting from missing or outdated flight information.

Porterage Luggage handling of one suitcase per person, at each guided holiday hotel and porter service at airports for intra-air inclusive guided holidays, is included in the guided holiday price. Due to limited motorcoach capacity, a single bag is allowed with dimensions not exceeding 30"x18"x10" (76x46x25cm) and weight not exceeding 50 lbs (23kg). Airlines may impose stricter weight and size limits for luggage and may also charge fees for checked luggage, including the first checked bag. Please check with your airline(s) directly for their most current luggage regulations and related fees. Trafalgar is not responsible for additional fees imposed by air carriers regarding luggage.

A charge of US\$6/CAS6 or local currency equivalent per travelling day will be collected by the Travel Director if a second piece of luggage is permitted to be carried, or if suitcase exceeds weight or size limits. This is not assurance that luggage in excess of limits on size, weight and number of pieces will be permitted on the motorcoach.

Carry-on/hand luggage is restricted to one piece per person, not exceeding 12"x11"x6" (30x28x14 cm) to fit under your motorcoach seat or in the small overhead compartment. Carry-on/hand luggage handling is the responsibility

of each guest and must be taken on and off the motorcoach by you each day of the guided holiday. **Carry-ons with telescopic handles and wheels will not fit in the overhead compartments or under seats and therefore, cannot be accepted as carry-on luggage.**

Trafalgar and Trafalgar's affiliated entities shall not be liable for loss or damage to luggage or any guest's belongings. Guests should immediately report lost items to the Travel Director who will assist in completing a lost property form that can be used for an insurance claim. Trafalgar cannot assist in locating lost items after the guest disembarks or completes the Trafalgar holiday.

Tips/Gratuities Tips/gratuities are included for services on guided holiday, except to your Motorcoach Driver, Local Host, Local Specialists and Travel Director whose tips/gratuities should be extended on a voluntary, individual basis at the end of your holiday. Included tips/gratuities cover all services provided by dining-room waiters, housekeeping staff and porters at hotels.

Optional Prepaid Gratuities If you have prepaid your gratuities to your Travel Director and Driver, this will be detailed within your holiday documentation. Please note that prepaid gratuities cover only the land portion of your holiday itinerary. We offer this option on the majority of our holiday itineraries. Please check the holiday price panels for the applicable holidays where this option is available.

NOT INCLUDED IN GUIDED HOLIDAY PRICE

Any items and matters not referred to above, including, airfares to and from your destination, air-related taxes and fees (except where specified), additional fees charged by airlines such as checked and/or excess luggage, seat selections and any other services, passport and visa fees; insurances of all kinds; tips/gratuities to Travel Directors, Local Host, Local Specialists and Motorcoach Drivers; laundry; phone calls; minibar; beverages and meals not detailed in the itinerary; Optional Experiences; and all items of a personal nature. Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. The price does not cover costs and expenses, including your return home, if you leave the guided holiday whether of your own volition, our decision based on behaviour that disrupts the trip, due to illness, action by any government or other reason. This list is illustrative and not a complete list of every item not included.

RESERVATIONS & PAYMENTS

1. Your guided holiday will be confirmed after receipt of a non-refundable, non-transferable deposit as detailed in the Summary Information table. We reserve the right to refuse a booking without giving any reason and shall in that event return any deposit received. If not received within 7 calendar days of booking, the reservation will automatically be cancelled. On certain departures, deposits may be required at time of booking to hold seats.

2. Air-inclusive bookings may require an additional non-refundable deposit or payment in full at the time of booking, see Air Arrangements section.

3. Final payment for your land reservation will be due prior to departure no later than as detailed in the Summary Information table. Payment in full will be required at time of booking for reservations made less than 45/90 days prior to the departure date.

4. Trafalgar reserves the right to cancel the reservation and impose cancellation charges if any payment is not received as detailed within the Summary Information table above. Trafalgar will not be responsible for lost land and/or air reservations.

5. Credit Card Bookings: Trafalgar should be advised of your credit card number when making your reservation directly with us. For security purposes, we are required to collect the guest's credit card billing address, card expiration date and the customer verification code every time a payment is applied.

6. Any special meal requirements, including allergies, must be provided at time of booking and are received on a REQUEST basis only. Trafalgar cannot assure special meal requests will be fulfilled and does not assume responsibility or liability if requests are not fulfilled.

7. Your Travel Agent shall hold all monies for each and every person named in the booking until the booking is confirmed at which time your Travel Agent shall provide those monies promptly to us. You consent to us depositing monies received by us as required by law. We will be entitled to keep interest earned on monies. You consent that all monies paid to us whether through your Travel Agent, by deposit or otherwise, may be disbursed by us as and when we see fit.

Book & Pay Early Discounts Not available on holidays including

Oberammergau. Discounts are applied at the time of booking, apply to the LAND-only portion of holidays featuring the "Book & Pay Early Discount" in the price panel, and require full payment by the applicable discount deadline dates (see Your Savings section), but no later than 45 days prior to departure for land-only holidays. If full payment is not received by the correct date - as stated on the invoice - the discount will be removed and the booking will be re-priced. These discounts are not valid on all itineraries or departure dates; do not apply to optional extensions, airfares, government taxes and fees, air flight supplements, extra nights' accommodation, transfers or any cruise portion of a holiday. Normal cancellation penalties apply. This offer is subject to availability, applies to new bookings only and may be withdrawn at any time without notice.

Travel Documents Provided full payment has been received travel documents will be sent in electronic format no later than 21 days prior to departure. You may opt to receive hard copy documents in which case these will be sent to you approximately 21 days prior to the departure date. If final payment is not received when due, costs to courier documents will be the responsibility of the Travel Agent. If you are leaving home earlier, please ask your Travel Agent to request your travel documents well in advance. Details also make sure that you provide your Travel Agent with the flight details that are booked independently no less than 21 days prior to flight departure date.

Passports, Visas and other Entry/Exit Requirements

All guests including children must be in possession of a machine-readable passport valid for 6 months after their trip return date along with applicable visas. Please refer to "Prepare For Your Trip" section. Due to government imposed security/immigration measures, passport and emergency contact information is required for all guests prior to the release of travel documents. It is the guest's sole responsibility to secure and/or pay for any and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each destination. In some countries you may be subject to entry (re-entry) fees and/or departure taxes/exit fees which will be collected at the airports upon entry/departure by local government authorities.

Please note that entry to any country may be refused even if the required information and travel documents are complete.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your Travel Agent or local consular services. Obtaining and carrying these documents is your sole responsibility. **Trafalgar bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for any guest, or for any delays, damages, and/or losses including missed portions of your holiday related to improper documentation or government decisions about entry.**

BOOKING CHANGES, CANCELLATIONS & REFUNDS

Booking Changes A fee of \$35 or more per person, per change plus any further cost we incur, will be charged for any revision or alteration made to a reservation after the booking is confirmed. Costs and charges may increase closer to the departure date that changes are made. We will try to make your requested change but it may not be possible.

A change of guided holiday date or itinerary within 45/90 days of departure date will be treated as a cancellation. Cancellation fees will apply except when the change is to an earlier departure date and the guided holiday price is equivalent or greater, in which case a \$35 (or more) per person amendment fee will be charged.

You must also pay any charges imposed by airlines for any changes, including name and date changes. This can be up to 100% of the value of the ticket.

CANCELLATIONS AND CANCELLATION FEES

Travel arrangements for any member of the party may be cancelled at any time by written notice by the person who made the booking. Please note the following:

* If notice of cancellation is received by Trafalgar more than 45/90 days prior to the guided holiday departure date, deposit will be retained.

* If full payment is not received 45/90 days prior to departure date, Trafalgar has the right to cancel your reservation. Trafalgar will not be responsible for lost reservations.

* Notice of cancellation must be made in writing directly to Trafalgar or through your Travel Agent. Please also refer to Trafalgar Gold Seal Additional Protection.

- *If a person in a party cancels and there is a room change caused by this cancellation (such as a Twin/Double to Single, or Triple to Twin/Double), charges for the new room type will be the responsibility of the remaining party. The charges detailed in the Summary Information table will apply when notice of cancellation is given after the booking is confirmed.
- If a guest fails to join the guided holiday on the day of departure, cancellation fees will be 100% (unless the guest notifies us of the delay and joins the guided holiday later at their own expense).
- Cancellation fees apply to additional accommodation and/or chargeable transfers prior to and after the guided holiday or cruise reserved through Trafalgar and are additional to any cancellation fees or other charges that may be levied by your Travel Agent.
- Additional hotel accommodation and/or chargeable transfers cancelled within 7 days of booked date will incur a 100% cancellation fee. For cancellations outside 7 days before the booked date fees as per the summary table will be charged.
- Travel Agent fees and cancellation charges may also apply.
- Airline Flights/Tickets: After deposit has been received, any change incurs a \$35 service fee per person PLUS any additional change/cancellation fee imposed by the Airline. Some airlines including published fares booked by Trafalgar are non-changeable and non-refundable. See Air Cancellation Section.
- Trafalgar is not responsible for other travel arrangements that you or your party has made outside Trafalgar and which are affected by our cancellations. If the reason for your cancellation is covered under your insurance, you may be able to reclaim these charges from your insurer. You or your Travel Agent are responsible to make the claim to your insurer.

Illness or Absence Early return expenses are the guest's responsibility. There is no refund for absence or early departure from a guided holiday, including but not limited to missed hotels, transfers, meals or sightseeing. Trafalgar urges you to purchase travel insurance to cover such circumstances. Trafalgar makes no representation or guarantees concerning reimbursement, scope of coverage, or other aspects of any travel insurance policy or claim.

AIR ARRANGEMENTS

Reservations/Ticketing If an air reservation is made by Trafalgar payment in full may be required for your airfare at the time of booking your flights in relation to your Trafalgar holiday to get you to the starting point of your holiday and from the ending point of your holiday. On receipt of full air payment your airfare, taxes and fuel surcharges are final. This will be regardless of future price fluctuations up or down. When booking a guided holiday including flights, you will be required, at the time of booking, to provide us the full name as detailed on the passport, passport number, date and place of issue for each guest.

Changes to flight itineraries and name changes and/or corrections may either not be allowed or may result in penalties charged by the airline. These are the guest's responsibility.

Airlines (and other travel providers including Trafalgar) change prices and routes from time to time. All air routings are in the sole control of the airline and are subject to change at any time.

Air Cancellation Cancellations incur a service fee of \$75 per person, reduced to \$35 if air ticket has not been issued prior to cancellation, plus any airline penalties. Airline imposed penalties may be up to 100% of the air ticket price. Published Fares, Priced Match Fares, Promo Fares and some other airlines booked are non-refundable.

Airline Availability Seats are limited in our contracted class of service and may not be available on every flight. Trafalgar does not hold block space on any airline and does not assure seat availability for every single guided holiday departure date.

Airline Seating Not all airlines offer pre-assigned seats. Some may charge for pre-assigned seats. Any additional charge imposed by airlines will be at guests' expense. Where pre-assigned seats are not offered or different seats are desired, guests must contact airline(s) directly to arrange seating assignments. Seating is solely under the airline's control, as are itinerary changes due to flight delays and schedule changes. Trafalgar reserves the right to offer alternative schedules for itineraries affected by airline schedule changes and equipment. Flight delays, flight cancellation and schedule changes are the responsibility of the airline. Trafalgar will not be responsible or liable for such delays or rescheduling.

Airline Special Requests Seat assignment and special meal requests can be requested at time of booking. Trafalgar does not assure the request will be granted. Frequent Flyer miles can be accrued on most air carriers. Upgrades using mileage are not permitted. Many airlines do not automatically add frequent flyer numbers to records for flights booked and ticketed by Trafalgar. It is the guest's responsibility to request frequent flyer credit from the airline. Trafalgar shall not be responsible for matters concerning frequent flyer miles.

GENERAL INFORMATION & CONDITIONS

Guided Holiday Prices Are based on costs, charges, tariffs, rates, prices, taxes, levies, exchange rates and other considerations as of the production date of this brochure (see back cover). All are subject to change. No surcharges regarding cost or currency fluctuations will be made to the L&ND only price once the deposit is received. No refund will be made on account of reduction of any of the above. If the total guided holiday price increases by more than 10%, guests will have the option to cancel the guided holiday within 7 days of notification of the surcharge without penalty. All prices are in New Zealand Dollars unless specified.

Other Fees and Taxes Taxes and fees are subject to change without notice and will be confirmed at time of booking. Any additional fees charged by the airlines such as luggage handling, seat selections, and/or any other services are the sole responsibility of the guest(s). Additional air-related restrictions apply.

Guided Holiday Participation On all guided holidays children under 5 years of age are not eligible to travel. Children under 18 years of age must be accompanied by an adult, who will be responsible for their welfare and supervision. Alcoholic beverages will not be served to guests under the legal age for alcohol consumption in the country being visited. Minors under age 18 traveling to certain foreign countries must be accompanied by both parents or have a notarized letter of consent signed by the parent(s) not traveling. Trafalgar is not responsible for any losses if you fail to have appropriate documentation. If the other parent is deceased or the child has only one legal parent, a notarized statement must be obtained as proof. Trafalgar seeks to provide a safe, enjoyable and memorable travel experience for all guests. Trafalgar welcomes guests with special needs or disabilities. Please note the following:

- Guests must advise Trafalgar, at time of booking, of any physical, medical or other special needs that require accommodating. Trafalgar will make reasonable modifications to its policies, practices and procedures when necessary, unless doing so will fundamentally alter the nature of the services provided.
- Guests must ensure they are medically and physically able to travel.
- Trafalgar may impose safety requirements. Trafalgar may exclude an individual from participating in a guided holiday or an activity if the individual's participation poses a threat to the health or safety of others. This decision, made solely by Trafalgar, to exclude an individual will be based on an individualized assessment based on reasonable judgment that relies on current medical evidence or on the best available objective evidence to determine the nature, duration and severity of the risk, the probability that potential injury will occur and whether reasonable modifications of policies, practices or procedures will mitigate the risk. No refunds will be given if the decision is made to exclude a guest.
- Trafalgar does not provide personal devices (such as wheelchairs, hearing

aids or prescription eye glasses) or services of a personal nature (such as eating, toileting or dressing). A traveller who requires services of a personal nature (eating, toileting or dressing, as examples) should strongly consider bringing a companion to provide such assistance and must understand that other Travellers, Travel Directors and Trafalgar Staff will not be available for such purposes.

- Regrettably, motorized scooters are not allowed on guided holidays.
- Trafalgar does not employ medical personnel. Any necessary medical attention must be sought at a local facility, if available, at the guest's expense. Trafalgar is not responsible or liable for losses or costs incurred due to unavailability of medical services, or medical services obtained while on holiday, or for the quality of the care or services received. Medical care in other countries is not always comparable to care that you may receive in your local area. You are encouraged to purchase medical insurance that will cover you while on holiday. Your regular health insurance benefits may not apply abroad.

- In purchasing your holiday, you attest that you are physically fit for it. If you have concerns please request additional details about your journey from your Travel Agent or Trafalgar.

- Some guided holidays include rough terrain, extensive walking over cobblestone streets, uneven pavement, steps and/or locations which may not be easily accessible or accessible by wheelchair. During the guided holiday, Trafalgar may make arrangements with carriers, hotels and other independent suppliers to provide travel services. These parties are independent entities which Trafalgar does not control. Trafalgar cannot guarantee disability access or accommodations for guests traveling on international guided holidays.

Many Optional Experiences are operated by independent third party suppliers, not Trafalgar. These are not part of the holiday package provided by us. Your contact will be with the operator of the experience. We are not responsible for providing of the experience, or anything that happens during the experience. Some experiences involve outdoor activities and/or can be physically demanding. You must make your own decisions about experiences and participate only in activities that suit your physical ability. We suggest that you speak with your medical provider if you have questions about your abilities. We recommend you check whether any insurance you have also includes your participation in adventure activities you may undertake.

Trafalgar may, in its sole discretion, decline booking any guest or remove any guest who cannot comply or refuses to comply with Trafalgar's terms and conditions. If this occurs, you are responsible for the cost of travel back to your hometown and Trafalgar shall not be liable for your losses and no refund shall be provided.

Behaviour We are here to provide the best services possible but in doing so we will not tolerate abusive or aggressive behaviour from our guests. We will refuse to deal with and may terminate the holiday of guests who assault our Company Representatives or who are abusive or aggressive.

When you make a booking, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the travel arrangements and/or cease to deal with any party member(s) whose behaviour, in the reasonable opinion of us or our suppliers, may cause danger, upset, disruption or distress to anyone else or damage to property. Full cancellation charges will apply and no refund will be made. We shall have no obligation to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) guest may incur as a result of the travel arrangements being terminated.

If you damage the accommodation in which you are staying or any property, you must reimburse the accommodation provider or property owner concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must indemnify us for the full amount of any claim (also including legal costs) made against us. Criminal proceedings may be instigated. Trafalgar is not responsible for any costs incurred concerning a guest removed from a guided holiday or aircraft, ship or train. Guests agree not to hold Trafalgar or any of its related entities liable for any actions taken under these terms and conditions.

Young Traveller Discount The Young Traveller must be under age 18 on the departure date to be eligible for the discount, and must be accompanied by an adult, sharing a twin room. Only one Young Traveller discount per room. This discount can be combined with our Travel With Family and Friends Discount. The Young Traveller discount may not be applicable on certain itineraries or regions. Please see 'our Savings' for details.

Itinerary Variations Trafalgar strives to provide guided holiday itineraries, services and features. If improvements can be made, or if circumstances beyond our control make changes necessary, we reserve the right to vary itineraries and to substitute hotels. At certain peak periods multiple departures may operate, sometimes in reverse order; hotels may vary from those stated on the itinerary pages. On guided holidays which include cruises, the ship may be changed for operational reasons. Departures in early and late season are potentially operated in cool weather conditions. As a result, itinerary variations may occur. Certain activities may not be precisely as described or may not be available due to seasonality or weather conditions. We will try to notify you or your Travel Agent of changes. If your enjoyment may be diminished by such limitations, please check with us or your Travel Agent before making a reservation.

Trafalgar's 'Be My Guest' experiences are unique and take place in singular locations. In the unlikely event that our local hosts are unable to welcome Trafalgar guests, Trafalgar will attempt to find an alternate experience or a highlight meal will be provided in place of the 'Be My Guest' experience.

Holidays & Changes During local or national holidays, certain facilities such as museums, sightseeing trips and shopping may be limited or unavailable. In such instances itinerary changes are made by Trafalgar seeking to reduce inconvenience to guests. Such changes are deemed not to be a major change to the itinerary, and no compensation will be payable to guests. Holidays, closing days and other circumstances may necessitate a change of the day of the week for scheduled regional meals, sightseeing or other activities. If, you feel your enjoyment might be diminished by any of these circumstances please check with the respective national tourist office before selecting a specific departure date.

Extended stays If you arranged with us to remain at a destination before or after your guided holiday, your stay will be at your sole expense and is the transfer to either the hotel or airport. Please see the 'Extend Your Stay' section for a list of pre- and post-guided holiday accommodation. Space is limited and if available is for up to three nights before and/or after each guided holiday. Breakfast and luggage handling is not included unless otherwise noted. Trafalgar does not provide complimentary transfers for guests booking pre-and post-night accommodations. However, inexpensive airport transfers can be purchased from Trafalgar. If your extra night accommodation is not the hotel where your guided holiday begins or ends, you will be responsible for your transfer arrangements at your own expense.

Arrivals and departures It is essential to allow at least one day before and after your guided holiday if you are joining your Trafalgar guided holiday in London. See page xx for London hotels.

For your comfort Trafalgar operates a daily seat rotation system and enforces a strict no smoking (including e-cigarettes) and no alcohol policy on board motorcoaches. Regular comfort stops are made on traveling days. Many hotels, restaurants, trains, cruises and other venues are 100% smoke free.

Guided Holiday Cancellation Trafalgar reserves the right to cancel or

re-schedule any guided holiday departure in any circumstances, including in accordance with operating requirements or circumstances beyond its control. If cancellation is made by Trafalgar any time prior to departure date of the guided holiday except when you failed to pay the final balance on time, Trafalgar will either refund the amount received for the guided holiday booking, or offer a comparable holiday if available. Trafalgar will refund any difference in price if the alternative is of a lower price however, the Guest will be responsible for additional costs if the alternative is priced higher. Trafalgar is not responsible for other travel arrangements affected due to our cancellations and is not liable for any cancellation penalties incurred on other travel arrangements including air tickets.

Travel Insurance Trafalgar recommends that all guests purchase comprehensive travel insurance. Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Trafalgar cannot be held responsible for denied entry if a guest is unable to provide details to authorities of insurance or denial of entry for any reason.

Disclaimer of Warranties The Operator warrants only that the services shall be generally, though in view of the vagaries of travel, not necessarily precisely, as described, and subject to changes and the other terms and conditions herein. All other warranties, express and implied, including warranties of fitness for a specific purpose and merchantability are expressly excluded. There is no warranty that extends beyond the description of the face hereof.

RESPONSIBILITY

Complete Agreement These booking conditions, together with the other terms incorporated into this contract referred to below, represent the entire agreement between the parties.

Changes The Operator shall be responsible to the guest for supplying the services and accommodations described in this brochure, except where they cannot be supplied or the itinerary is changed due to delays or other causes of whatever kind or nature beyond the Operator's control. In such circumstances, the Operator will seek to supply comparable services, accommodations and itineraries and there shall be no refund in these circumstances.

Disclaimer of Liability Neither Trafalgar nor the Operator nor its agents or affiliated entities ("released parties") shall be responsible or liable for cancellations, acts of other service providers, diversions or substitution of equipment or any act, variation, postponement, omission or default by air carriers, land carriers, hoteliers or hotels, transportation companies, or any other persons providing services or accommodations to guests including any results thereof, such as changes in services, accommodations or facilities. Nor shall they be liable for loss or damages to luggage or property, or for injury, illness or death, or for any delays or claims whatsoever arising from loss, negligence or delay from the act, error, omission default or negligence of any person not its direct employee or under its exclusive control, including any act, error, omission, default, or negligence of any country, government or governmental authority, officer or employee. The released parties shall not be liable for indirect, special or consequential damages. **All luggage and personal effects are at all times and in all circumstances at the risk of the guided holiday participant.** Trafalgar recommends that guests obtain luggage insurance. After return at the end of the guided holiday, if lost articles are found and returned to the owner, a service fee will be charged. The Travel Directors, carriers, hotels and other suppliers who provide services on guided holiday are independent contractors; they are not agents, employees or servants of the Operator or its associated companies. All certificates and other travel documents for services issued by the Operator are subject to the terms and conditions specified by the carriers and suppliers and to the laws of the countries in which the services are supplied. Carriage by sea is subject to the Carrier's Conditions of Carriage which are expressly incorporated into this contract, copies of which are available upon request. The released parties are not responsible for any criminal or other conduct by third parties, whether criminal, intentional, grossly negligent, negligent or otherwise.

Additional Risks Additional risks and dangers may arise including, but not limited to, hazards of traveling in undeveloped areas, hazards of travel by boat, train, automobile, aircraft and other means of conveyance, animal interactions, forces of nature, political unrest, other unrest, hazardous local customs and practices, differing levels of sanitation, differing standards of safety, risks associated with water, food, plants, insects and differing animal regulation, accident or illness in areas lacking means of rapid evacuation or medical facilities, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks. As a lawful consideration for the agreement with Trafalgar to participate in such trips and activities you agree you will not make a claim against Trafalgar, its related companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to your contracting for, traveling to or from, or in any and every other way participating in the trip. You release Trafalgar, its related companies and its personnel from all and any claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, also including minors accompanying you. This agreement also binds your heirs, legal representatives and assigns.

Safety Where the guest occupies a motorcoach seat fitted with a safety belt, neither Trafalgar nor the Operator nor its agents or co-operating organisations or service providers will be liable for any injury, illness or death or for 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 such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances. International Travelled Transportation companies, airlines etc. are not to be held responsible for any act, omission or event during the time guests are not on board planes, transportation or conveyances. We rely on international convention 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 and 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 and the Paris Convention 1962 for Hotels. We are to be regarded as having all the benefits of these conventions on limiting our liability in relation to any claim for death, injury, loss, damage and delay to guests and luggage. Enrollment in and payment for a guided holiday shall constitute agreement and acceptance by the guest of the terms and conditions in this brochure. These cannot be waived except in writing by an officer of the Company.

Trafalgar Tours NZ Ltd Limited Role Trafalgar Tours NZ Ltd is only responsible for the services of reservations and ticketing. It does not accept any responsibility or liability for any of the acts, omissions or default, whether negligent or otherwise, of any of the Companies of the Trafalgar group of companies. All matters arising in relation to the services provided by Trafalgar Tours NZ Ltd but in respect of other things are subject to the law of New Zealand.

Errors and Omissions In the case of computer or human billing errors, we reserve the right to re-invoice participants with correct billing. Every effort is made to ensure brochure accuracy at the time of going to press; however Trafalgar cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances. Moreover, photographs and descriptions of locations or attractions are merely representative of conditions that existed at time of brochure printing and conditions may not be the same at the time of your journey. The airline(s) featured or nominated in this brochure do not by virtue of their endorsement of this brochure commit or represent themselves either as contracting with a purchaser of a holiday from Trafalgar group or as having any other legal relationship with them. All bookings made with any provider of any transport, facilities, meals, other goods or of any services are subject to terms and conditions and exclusions and/or limitations of liability imposed by them in relation to matters not covered particularly and expressly by our agreement with Trafalgar. If you decide that you do not want to visit a country or part of a country you intended to visit because of any law, condition or requirement of any government or governmental authority, officer, servant or agent, you are responsible for any costs, expenses, charges, fees, losses or damage incurred as a consequence and any cancellation or amendment fees. None of the companies in the Trafalgar group of companies, or any of their servants or agents, accept any responsibility or liability for your acts, omissions, defaults, conduct, state of health, condition or circumstances.

COMPLAINT PROCEDURES & CONSUMER PROTECTION

Complaint Procedure If you have a problem during your holiday please inform Trafalgar's Travel Director/Local Representative immediately, who will try to make things right. If the matter was not resolved locally, please write to Trafalgar's Guest Relations Department at the address below within sixty (60) days of the end of the Trafalgar holiday, as it is important that you provide us the information quickly. Please quote your booking reference number and all relevant information. Failure to follow this procedure may delay or deny us the opportunity to investigate and rectify the problem, which may affect the way your complaint is dealt with and your rights under this contract.

Data Protection To process your guided holiday booking, Trafalgar will need to use personal information for you and guests in your booking. Personal information may include each guest's name, address, phone number, email address, passport number, and sensitive information such as health, medical, dietary, mobility, religious or other special requirements. This personal information may be passed on to other suppliers of your travel arrangements in addition to public authorities (such as customs and immigration), security and credit checking organisations, and otherwise as required by law. We may need to provide personal information to contractors who provide services to or for us (e.g. sending mail, providing marketing assistance, etc.) This may involve sending personal information (including sensitive information) to other countries that may not afford the same level of protection of personal information. In making your booking, you consent to your personal data being passed to relevant third parties as set out above. We may also use the personal information you provide us to review and improve the guided holidays and services that we offer, and to contact you (by post, email and/or telephone) about other guided holidays and services offered by Trafalgar that you may be interested in. If you don't want to receive this information, or if you want a copy of the personal information we hold about you, write to us at TRAFALGAR TOURS NZ LTD, 131 New North Road, Eden Terrace, PO Box 68640, DX: CX 10201, Auckland 1021, New Zealand. A fee may be charged for supplying you with this information as permitted by law.

OTHER CONDITIONS

Each guest is required to comply with the terms, conditions, requirements, laws, rules and/or regulations of any service provider, or any country or governmental authority, and shall be liable for any such non-compliance.

Booking Arrangements Your booking arrangements can be made through your Travel Agent or with us directly. When you make a booking you must be at least 18 years of age at the time of booking. You are guaranteeing that you understand and have the authority to accept and do accept on behalf of yourself and all members of your party the terms of these booking conditions. We will deal only with the lead booking name in all subsequent correspondence and dealings. You are responsible for making all payments due, ensuring the accuracy of all personal details and other information supplied in respect of yourself and your party, notifying us of any changes or cancellations and for receiving correspondence and keeping your party informed.

Additional Optional Experiences With Trafalgar, you will enjoy many famous highlights as included features on your guided holiday, at no extra cost. An exciting array of additional Optional Experiences and Activities may be made available to further enhance your experience. These Experiences and Activities are optional, and are offered at special preferential prices. They can be booked only after your start your guided holiday, as many of them are carefully programmed to coincide with highlights available at the time of your visit. A detailed list and cost of these will be included in your travel documentation as well as available on the Trafalgar website. You can book and pay for them through your Travel Director, by cash or credit card. Optional Experiences may vary due to seasonal conditions and require minimum guest participation. Prices are subject to change without notice. Please also see the relevant section of 'Guided Holiday Participation' regarding limitation (exclusion) of our liability for Optional Experiences operated by independent third party suppliers.

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Tour Operators:

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The Trafalgar group of companies has Marketing/Sales/Administrative offices/agents in:

Australia, Canada, China, Guernsey, Hong Kong, India, Israel, United Kingdom, Ireland, Malaysia, New Zealand, Philippines, Singapore, South Africa, Switzerland, Thailand and the USA.

For further information visit our website at:

www.trafalgar.com

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