# Terms & Conditions

CTS Tours (hereinafter called "The agent" accepts bookings and arranges travel facilities including the issue of tickets and coupons for carriage and accommodation for passengers, luggage and goods with the companies or persons providing or offering the means of transport, accommodation and other items and services (hereinafter referred to as "the service providers" only upon the following conditions:

- 1. All coupons, exchange orders, receipts, contracts and tickets are issued subject to any and all tariffs, terms and conditions under which the service providers from time to time provide accommodation or other items and services.
- 2. The agent shall not be liable for any injury, damage, loss, accident, delay or irregularity, additional expense or liability occasioned to any person or property howsoever caused or arising including, but without limiting the generality of the foregoing, whether due to the act, neglect, default or otherwise of its servants or agents or resulting directly or indirectly from acts of God, dangers incident to the air, land or sea, fire, breakdown in machinery or equipment, acts of de jure or de facto governments or authorities, was whether declared or otherwise, riots, strikes, insurrections, theft, pilferage, epidemics, quarantine, medical custom or other regulations, delays and cancellations of or changes in itinerary or schedules or over booking, improper or insufficient passport, visa or otherwise of service providers, their servants or agents or any other person on the tour.
- 3. The tour member acknowledges that the prices quoted for the tour in this brochure or any supplement thereto or the brochure to which these terms and conditions relate are based on arrangements with the service providers and on exchange rates, taxes and surcharges current at the date of publication. Such prices are subject to change without notice. Notwithstanding that the reservation fee or complete payment may have been made, the tour member shall be liable for and hereby agrees to pay any increase in price applying at the date of the utilization of any service provided by any service provider.
- 4. The agent makes no representation or warranty with respect to the standard of service or accommodation given or provided by any service provider and the tour member hereby acknowledges that in entering into this agreement he has not relied upon any such representation or warranty by or on behalf of the agent. The agent shall not be liable or responsible to any person in the event of dissatisfaction with such service or accommodation or be liable or responsible for any disappointment, distress, vexation or loss of enjoyment arising from any act or omission whatsoever.
- 5. Every endeavour has been made by the agent to ensure that the brochure to which these terms and conditions relate is accurate at the time of printing and the agent shall not be liable for any injury, damage or loss caused by any inaccuracy or misdescription contained in any such brochure or which may result in any change in or withdrawal of any price detail or other items or services.
- 6. Where a tour member diverges from arrangements no allowance can be made for fees for sites or events mentioned in this brochure or the brochure to which these terms and conditions relate. Further, no allowance can be made to any tour member in respect of unused accommodation or transportation or any other coupons or in respect of lost vouchers or coupons
- 7. The agent reserves the right to cancel, abandon, alter, amend or modify any of the arrangements contained in the tour or any part thereof in any manner whatsoever and at any time before or during the course of the tour or to abandon the tour should insufficient numbers book and to refuse or terminate membership of the whole or any part of the tour to any person without giving any reason thereof and without being liable for any loss or damage caused by such cancellation, abandonment, alteration, amendment, modification or termination and without being liable to make any refund or allowance.
- 8. The reservation fee reserves a place on the tour and forms part of the payment of the published price which shall be a debt due to and immediately payable to the agent. The agent will be entitled to keep for its own account any interest earned on all moneys paid to the agent.
- 9. The tour by the tour member to the travel agent or by the tour member's travel agent shall not be received by or on behalf of the Tour Agent until actual payment to it and the issue by it of its receipt.
- 10. It is a condition of the acceptance of the reservation fee by the agent that all moneys paid to the agent either by way of reservation fee or otherwise in respect of the tours to which these terms and conditions relate may be disbursed by the agent as and when it sees fit for or in respect of the services to be provided or fees payable under tour programs and the payment of a reservation fee for a tour shall be deemed to be a direction by the client to the agent to disburse such moneys as aforesaid.
- 11. Charges relating to amendment and cancellation for air travel will be governed by the applicable government approved airfare conditions. Charges relating to amendment and cancellation of land content and other items shall be as specified in the within brochure.
- 12. The tour member hereby authorizes the agent to select and utilize the services of any service provider of its choice for the purpose of the tour member's accommodation, transportation or any other services and on such terms and conditions as may from time to time be arranged between the agent and the services provider. In the event that a tour member requests a service provider other than that selected by the agent assents to such request, the tour member hereby agrees to pay any and all further charges and expenses of whatsoever kind that may be incurred by the agent in acceding to the request of the tour member or which may be charged either by the service provider selected by the agent or the service provider requested by the tour member or may charge expense or loss which may be incurred by the agent.
- 13. If any further service are arranged or provided by the agent they shall be deemed to be provided on the same terms and conditions as the within conditions.
- 14. The contract between the agent and the person making the booking shall for the purposes of any dispute relating thereto be deemed to have been made in New South Wales and shall be governed by the law of that State. Any legal action arising under the contract shall be litigated only on the appropriate court having jurisdiction in the State of New South Wales Australia.
- 15. The client accepts the CTS Tours is not liable for any accidents, sickness, injury, death, damage, loss or delay due to any conduct of these third parties or any unforeseen circumstances outside the control of CTS Tours.
- 16. Nothing herein contained shall detract from any rights or privileges granted to consumers by the Trade Practices Act or similar State legislation where such rights are not capable by the provisions of such legislation of being amended, varied or modified.
- 17. In these terms and conditions tour member includes the person signing the reservation request form and each and every person on whose behalf such person signs or books a tour and every person who thereby participates in a tour. In the case of a tour being arranged on behalf of an infant by any person, that person shall be deemed to the contracting party and he or she shall hold the agent fully indemnified against any claims made by the infant. Words indicating persons shall include companies.
- 18. Normally no frequent flyer miles are accrued on our package tour based on group fares and this is at the discretion of each airlines.
- 19. Standard commission doesn't apply to CTS escorted tours.

### **RESERVATIONS; DEPOSIT & BALANCE**

All bookings will need to be accompanied by a fully signed and completed booking form. A non-refundable deposit of \$350 per person (\$1000 per person for group tours) are required within 7 days of confirmation, otherwise booking will be subject to automatic cancellation. Booking Forms need to be forwarded to CTS Tours along with the passport copies of the passengers. Final balance of payments are required 45 days prior to departure (90 days for group tours). If for any reasons a tour is forced to be cancelled, the client will be offered an alternative tour. Should the offer be unsuitable to the client, all money collected will be fully refunded.

CTS Tours reserves the right to correct any errors in rates quoted or calculated or any omissions made at any time during your booking.

### CANCELLATION OR REFUND

Should a client cancel a booking for any reason the following cancellation fees will apply:

- 1. If the booking cancelled up to 90 days or more prior to departure; loss of deposit plus administration fees plus the cost of the air and cruise tickets.
- 2. If booking cancelled between 61-89 days prior to departure; loss of deposit and 25% (50% for group tours) of total booking cost plus the cost of the air and cruise tickets.
- 3. If booking cancelled between 46-60 days prior to departure; loss of deposit and 50% (75% for group tours) of total booking cost plus the cost of the air and cruise tickets.
- 4. If booking cancelled between 31-45 days prior to departure; loss of deposit and 75% (75% for group tours) of total booking cost plus the cost of the air and cruise tickets.
- 5. If booking cancelled 30 days or less prior to departure; loss of deposit and 100% (100% for group tours) of total booking cost plus the cost of the air and cruise tickets.

## AMENDMENT FEE

If a client wishes to alter a confirmed booking in any way a service fee of NZ\$100 plus whatever other airlines/hotel/cruise line penalties apply.

All tours handled by the Agent are not covered by insurance and the handling of baggage throughout the tour is at the participant's own risk. It is highly advisable that the participants should buy insurance if they deem it necessary.

# VACCINATION AND INOCULATION

For passengers travelling into an infected area is a must or you are strongly recommended to consult your family doctors or simply to visit New Zealand Government authentic travel advice website: www.safetravel.govt.nz

- 1. The outbound tours the Agent handles provide English, Mandarin or other Dialect speaking guides accordingly. However, guides speaking other languages can also be provided when the request is made by the whole group and confirmed by the local operators concerned before hand.
- 2. Itineraries are subject to some minor changes without prior notice by the relevant local branches of CTS Tours or another appointed local agent who undertake the tour, and the final scheduling of sightseeing and visiting arrangements are detailed for tour participants upon arrival in each city.