Holiday Contract - Our contract with you is made when you or your Travel Agent asks for your holiday booking to be confirmed. All bookings are made on the basis of these core terms, relevant information and the details on your invoice. Please see our website or call us for the complete information before you proceed. It is subject to the law where you live in the United Kingdom – jurisdiction to be agreed for non-residents. Under no circumstances do any of our agents or staff have the authority, expressly or implied, to alter or vary these conditions unless authorised to do so in writing by the company. It should be noted that conditions vary slightly depending on whether you are booking a "package" or "other holiday arrangements".

1. Payment for the holiday

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1. Payment for the holiday? Accommodation Only, 'Credit Card Charge', 'Late Bookings', 'Tailor-made' and 'Weddings'. Some airfares are booked at especially competitive rates to which the airlines may attach severe restrictions. You may be asked to pay for these in full at the time of booking, and they may be non-refundable in the event of a cancellation. Details will be given at the time of booking. If you book directly with us and choose to pay by credit card, there will be a fee up to 2.5% added to your booking. Where travel is within 10 weeks of the booking date you will need to pay the full cost of the holiday at the time of booking, by debit or credit card. Cheques require S working days to clear. Cheques that will not clear at least 10 weeks before departure cannot be accepted. Once payment has been made and cleared we will forward the lead name on your booking, our Iravel Agent, a confirmation invoice detailing your holiday and showing the total cost and balance due, (excluding any credit card charge), within approximately 14 days. You should check all the details shown on this invoice very carefully, especially the spelling of your name which must be paid no later than 10 weeks before departure cannot be accepted. Once

to be collected at the airport on the day of departure. It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking.

3. Prices
The holiday price as quoted at the time of booking, at which time your deposit will be taken, will be confirmed as definite, subject to surcharges as detailed below.

Prices shown on our website and in our brochure, which make up the inclusive cost quoted on our final invoice, are based on special contract rates. Verbal and website price quotations will be regarded as provisional until confirmed in writing on your Confirmation Invoice. In the unlikely event of an administrative error resulting in incorrect prices being displayed on the website, we reserve the right to correct the price. Offers are not combinable unless expressly stated and may be withdrawn at any time. We have no control or jurisdiction over prices that may be charged at the destination for the same or similar services and can accept no responsibility or liability if these differ from those quoted therein. Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your holiday price.

All prices indicated are for guidance only. The holiday price that we confirm to you in writing at the time of booking is the price, including increases or reductions, that you will pay. The price of your travel arrangements is subject to surcharges for increases in: (i) transportation costs (e.g. fuel, scheduled airfare and any other airline surcharges which we are obliged to pay or collect), (ii) these, taxes or fees chargeable for services (e.g. landing taxes and embarkation/disembarkation fees); and (iii) the exchange rates applied to the particular package. Any benefits derived from decreases in these costs will be passed on to you. In the case of any small variation, an amount equivalent to 2% of the price of you

4. Insurance
YOU MUST NOT TRAVEL WITHOUT IT.
It is a fundamental term of this contract that you are required to have appropriate and adequate travel insurance for your chosen holiday. Please ask for details of the comprehensive policy we can effect the

holiday. Please ask for details of the comprehensive poincy we can offer. If you intend to dive, balloon, bungy jump, go jet boating or take part in any other dangerous pastime, make sure that you have the extra cover required. All policies must include medical treatment and repatriation in the event of an accident or serious illness. If you do not take out cover under our policy, you must advise us of the details of your own insurance including the name of the insurer and the policy number as soon as possible. Our representative abroad has the right to see the policy so that appropriate advice and assistance can be given. Clients in breach of this condition will be deemed to have indemnified the company for any consequential loss incurred by the company on their behalf and such costs will be redeemable from them.

their behalf and such costs will be redeemable from them.

5. Your Ticket Conditions
You accept when you travel with an air and/or a sea, train or bus carrier that their up to date approved Conditions of Travel apply, some of which may exclude or limit liability.
These Conditions are often the subject of international agreements between countries, and copies of the Conditions which apply to your air, sea, train or bus travel are available on request from the Travel Agent where you booked your holiday, or from us. When travel & health documents (passports, visas & inoculation certificates) are required for your holiday, it is your responsibility to procure them. We cannot be held liable in any way for any failure to do so.

6. If You Change Your Booking

6. If You Change Your Booking
If you want to change any details of your booking (e.g. transfer to a different holiday with us, departure date, airline, airport, change

the number of people booked to travel, change or cancel an excursion or pre-departure special offer etc), we will do our best to help. If you or any member of your party are unable to proceed with the holiday, you can transfer the booking to a substitute person, providing they are suitable; satisfy all the conditions applicable to the original booking and are acceptable to us. Both the person leaking and the person leaving the booking will be responsible for paying any additional costs arising from the transfer. We charge a minimum Amendment Fee of £35 per amendment plus any non-refundable costs arising from the contract terms of our suppliers. However, if you change your booking within 69 days of departure, the cancellation charges will apply as shown below in addition to the above Amendment Fee. In the case of name changes, the applicable costs and/or cancellation charges will apply as appropriate. Important Note: Name changes and nost treat name changes are not always permitted by airlines and most treat name changes as cancellations and charge accordingly. These charges will be passed on to you in addition to any other Amendment Fees. Once airline tickets have been issued any changes made to the ticket(s) and purchase a new ticket(s) at full cost. When the price is dependent on the number of people booked into the accommodation and it then varies because you wish to change that number of people, the price will be recosted based on the new party size as shown in the price panel. Any increase in price per person payable as a result of a part cancellation charge will be levied in respect of bookings cancelled. A new confirmation invoice will be issued as appropriate, on which the Cancellation Charges will be shown.

7. If You Cancel Your Holiday You or any member of your party may cancel your booking, or

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7. If You Cancel Your Holiday
You or any member of your party may cancel your booking, or part of it, once it has been confirmed, but the instructions will only be valid if put in writing and signed by the person who made the booking i.e. the lead name on the booking. These written instructions should go either to the Travel Agent you booked wiret, to us. To compensate us for the expense of processing your booking and for the risk that we may not be able to resell the holiday, we charge a cancellation fee on the scale shown below. The amount payable (by whoever confirmed the booking) depends on when we receive your written instructions - the more notice you give, the less we will charge. If you have to cancel for reasons covered by your insurance policy you should be able to recover your cancellation charges:

Time before departure when cancellation instruction is	#Cancellation charge as a % of total holiday cost (excluding any insurance premiums an any amendment fees alread	
received by us	paid to us)	
70 days or more	Loss of deposit	
69 - 56 days	30% or deposit if greater	
55 - 37 days	50% or deposit if greater	
36 - 23 days	70% or deposit if greater	
22 - 12 daýs	90% or deposit if greater	
11 - 0 days	100% or deposit if greater	
# In certain cases the carrier	or hotelier may apply a highe	
cancellation charge. Please enquire at the time of cancella		
Other holiday arrangements may have higher charges.		

In certain cases the carrier or hotelier may apply a higher cancellation charge. Please enquire at the time of cancellation. Other holiday arrangements may have higher charges.

8. Changes By Us
There may be a change to flight timings or a hotel may close; a day-to-day tour, cruise or safari itinerary may change because of local circumstances altering the length of time spent in a town or lodge or even omitting a town or lodge due to local conditions. Cruise ships/boats may be changed without notice to ones with similar standards of facilities.

9. If We Change or Cancel Your Holiday
It is unlikely that we will have to make any changes to your holiday, but we do plan the arrangements many months in advance. Sometimes we may have to cancel your holiday or make changes, which we reserve the right to do at any time. Most of these changes are very minor, but where they are significant/major, we will inform you or your Travel Agent when you book, or, if you have already booked, as soon as is reasonably possible if there is time before your departure. A major change is one that we make to your holiday arrangements before departure, including, but not exclusive to, changing your UK departure airport(s) (please note a change between the London airports of Gatwick, Heathrow, Stansted, London City and Luton is not classified as a 'major change'), resort area, scheduled time of departure or return by more than twelve hours, (except as detailed belows see important note') offering accommodation of an officially lower category, or significantly increasing the price of your holiday. Any change in the airline or the type of aircraft from that stated in the brochure or on your ticket does not count as a Major Change. You then have the choice of either: A. accepting our offer of a replacement holiday of a lower category (if available). If the holiday is cheaper then we will refund the difference in cost to you, B. accepting our offer of a replacement holiday of quo used to the prochure or on your ticket does not count as a Ma

Period before scheduled departure within which a major change is notified to you or your Travel Agent:	Compensation per person:
70 days or more	£0
69-37 days	£10
36-23 days	£20
22-12 days	£30
11-0 days	£40

11-0 days

MB Children 2-11 years of age in respect of whom reduced rates have been charged, will receive compensation on a pro-rata basis of the adult rate. Children travelling on free child places are not entitled to any compensation. No compensation will be paid to infants.

entitled to any compensation. No compensation will be paid to infants.

* Important Note: Compensation payments do not apply to changes or cancellations caused by 3rd party resort developments, changes or cancellations to schedules by airlines of the package, or any "Force Majeure" or persons who have booked is less than that required for the package, or any "Force Majeure".

*Force Majeure" means unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances or events include (but are not limited to) war or threat of war, riot, civil strife, industrial dispute, closure or congestion of airports or ports, terrorist activity, natural and nuclear disaster, fire, adverse weather conditions and health risks. In the unlikely event there are any changes made to other holiday arrangements, we will try to tell you before you go, although we are not obliged to do so, nor are we obliged to compensate you. If your booking for other holiday arrangements are cancelled we will do our utmost to ensure you receive a full and prompt refund of the price of these arrangements.

10. Tours, Safari and Excursions

Some are dependent on minimum numbers. In the case of insufficient demand we reserve the right to consolidate or cancel. In this case, we will offer an equivalent on a different date or an alternative holiday or a full refund. We will not make any such changes within 10 weeks of departure. If you make additional

Terms&Conditions

arrangements that are not included on our confirmation invoice, we are unable to refund any costs incurred by you outside of 10 weeks prior to departure. We reserve the right to vary accommodation, itineraries and programmes. Changes to that of a similar standard will not be considered a major change.

a similar standard will not be cońsidered a major chánge.

11. Our Responsibility For Your Holiday
We only accept responsibility for the proper performance of our obligations under this contract. We will perform such obligations with reasonable skill and care. We are not responsible for any failure that is:

- Attributable to you or a member of your party;
- Attributable to a third party unconnected with the provision of the services to you, and is unforeseeable or unavoidable;
- Attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment.

employment.

• Due to Force Majeure.

• Due to information, however obtained, from outside sources such as independent third party websites

• Any consequential loss not directly connected to the contract with us

with us. Personal Injury (unconnected with arrangements made by us). Although we cannot accept responsibility for clients who by misadventure suffer illness, personal injury or death during the period of their holiday arising out of an activity which does not form part of the foreign inclusive holiday or excursions booked through the company, general assistance will be afforded to clients to a maximum of £5,000 per booking. Furthermore, in the event either of there being a successful claim for costs against a third party or there being suitable insurance policy/les in forec, costs actually incurred by the tour operator shall be recoverable from the clients.

costs actually incurred by the tour operator shall be recoverable from the clients.

12. Limitations On Our Liability
Our liability to you for any loss or damage which you may suffer is limited to twice the price of your holiday. This excludes personal injury resulting from the non-performance or improper performance of the services involved in the holiday, and is subject to the limitation of liability described below. Health and safety standards applicable to the services provided by us under this contract should meet the local standards applicable to your holiday destination. However you should be aware that these vary widely across the programme and may well not match those standards we enjoy in the UK. Any compensation payable by ushall be limited in accordance with the lowest limit allowed under applicable International Conventions (Warsaw Convention 1929 as amended, Montreal Convention 1999 as amended, Montreal Convention 1999 as amended, Montreal Convention 1909 as amended (Montreal Convention 1974 (For Ships), Berne Convention (For Rail) and Paris Convention (For Accommodation) governing the services, or the amount you can recover from them under the laws of the UK or the country in which they operate. Transport operators have their own conditions of carriage, which form part of your contract with us. These conditions, and the provisions of the International Conventions, generally limit the liability of transport operators. Copies available on request. For other holiday arrangements, because we are acting as booking agent, we have no liability for any illness, personal injury, death or loss of any kind.

13. Complaints

any of the trave arrangements, and in particular no liability for any illness, personal injury, death or loss of any kind.

13. Complaints
If you have a complaint you must tell our Service Representative, local agent, the accommodation management or the airline staff immediately. If we cannot resolve the problem at the resort or during your flight, you must write within 35 days of your return from holiday to our Customer Relations Department at The Atrium, London Road, Crawley, West Sussex, RH10 9SR or email us at customer-relations@austravel.com. If you do not tell us about your complaint, our ability to investigate it could be seriously hampered, and we will not deal with it unless there is a valid reason why you didn't inform us. You can, of course, pursue your claim elsewhere. Disputes about your holiday that we cannot settle can be referred to arbitration under a special scheme administered by the Chartered Institute of Arbitrators. The scheme provides a simple and cheap method of arbitration based on documents alone. It does not apply to claims over £5,000 per person or £25,000 per booking form. A limit of £1,000 per person applies to any part of a claim for personal injury or illness. You must apply for arbitration within nine months of your return from holiday, but in special circumstances it may be offered outside this period. Information regarding complaints may be shared with other tour operators.

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14. Disorderly Behaviour

We reserve the right to terminate without notice the holiday arrangements of any client whose behaviour is such that it is likely in our opinion to cause distress, damage, danger or annoyance to our customers, employees, agent's property or a third party. Furthermore, if you are prevented from travelling because, in the opinion of a person in authority, you appear to be unfit to travel or cause distress or discomfort to other passengers, then our responsibility for your holiday ceases. No refunds will be given We have no control over the behaviour of other people staying in or visiting your holiday accommodation. Your accommodation is provided solely for the use of passengers shown on the final Confirmation Invoice as confirmed by us; subletting, sharing or assignment is prohibited. We expressly reserve the right to prevent you from participating in the excursions we provide, whether pre-booked or purchased in resort, if in the reasonable opinion of our staff or those of the excursion provider, you are either unsuited to undertake the excursion, or if you appear to be under the influence of drugs or alcohol. In these circumstances your sole remedy against us will be to obtain a refund of the cost of that excursion.

15. Your Financial Security

your sole remedy against us will be to obtain a refund of the cost of that excursion.

15. Your Financial Security
The air holidays and flights in our brochure and on our website are protected by ATOL. When you buy an ATOL protected air holiday package or flight from us, you will receive a Confirmation Invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 3355. For package holidays which do not include travel by air we have arranged a bond with Association of British Travel Agents (ABTA), membership number W0656. In the unlikely event of our insolvency, the CAA or ABTA will ensure that you are not stranded abroad and will refund any money you have paid to us for an advance booking. If you buy arrangements other than a package holiday, this financial protection does not apply. For further information, visit the CAA website at www.atol.org.uk. In respect of holidays sold in the Republic of Ireland, pursuit to section 10 (1) of he Package Holidays and Travel Trade Act 1995, the nominated agent for services of proceedings is Haye McCrath, 91 Lower Baggot Street, Dublin 2. Austravel is a trading name of Travelmood Ltd, part of the TUI Travel PLC group of companies of TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex, RH10 9QL.

16. Brochure Vallidity

Business Quarter, Heming Way, Crawley, West Sussex, RH10 9QL.

16. Brochure Valldity
We published this brochure in October 2011 and the details and
prices contained in it are valid from 1st November 2011 until
publication of any revised edition, or we or your travel agent
inform you of different prices. Prices were accurate at the date of
publication, but could have changed since then. Your travel agent
or our travel advisor will be able to confirm the price before you
book. Holidays in this brochure operate from 1st November 2011
to 31st March 2013.



Our Essential Guides

AUSTRALIA NEW ZEALAND The Essential Guide

TOURING
AUSTRALIA&NEW ZEALAND
The Essential Guide

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*calls cost 5p per minute plus network extras

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Sunday & Bank Holidays 10.00am to 5.00pm

