

# Important Booking Conditions

**Please read these Important Booking Conditions carefully as they apply to all bookings accepted by Sunlover Holidays.**

## HOW TO BOOK

Call into or phone your Licensed/AFTA/TAANZ/ Bonded travel agent. We recommend booking as far in advance as possible especially for school holidays and other peak periods.

## PRICES AND CONDITIONS

The prices featured in this brochure are valid from 1 April 2008 to 31 March 2009, unless otherwise specified. Prices are provided as a guide only and may vary due to peak demand periods, changes in surcharges, fees, taxes or currency fluctuations. You should check all prices, conditions and information with your travel agent before making a booking.

Any verbal quote given is an estimate only of the price, which will be subject to change until written confirmation of the reservation.

The price of your holiday may change at any time up to 30 days before your departure if any new surcharges, fees or taxes are introduced or if any existing surcharges, fees or taxes are varied, even after you have paid all or part of the quoted price of your holiday.

If we have to change any part of your booking for reasons beyond our control, for example, an Accommodation Supplier overbooks accommodation, we will notify you. If any such changes result in your holiday costing more or otherwise being materially different from that originally booked, then you may cancel the holiday and we will refund any monies already paid less any charges levied by Suppliers. Prices are in Australian Dollars and include GST where applicable, but do not include transport from your home port to holiday destination and return, items of a personal nature, meals, transfers and existing or proposed taxes and government charges, unless otherwise indicated.

Prices shown in this brochure are for payments made by cash. An additional credit card service fee will be applied to the dollar amount paid by credit or charge card. You should ask your travel agent to advise you of this fee at the time of booking.

Some Suppliers may impose conditions that vary from the conditions stated in this brochure. You should ask your travel agent at the time of booking if different conditions apply.

## MAPS AND PHOTOGRAPHS

Maps and photographs are included for general information. Hotel room photographs are representative only and actual rooms occupied may vary in décor and inclusions from those shown.

## RESPONSIBILITY

In producing this brochure, Sunlover Holidays has used information supplied by the people and organisations (Suppliers) providing the various goods and/or services (Products). In supplying this information to you, Sunlover Holidays is acting as the agent of such Suppliers. Irrespective of any measures taken by Sunlover Holidays to ensure the information contained in this brochure is accurate at the time of printing, Sunlover Holidays disclaims and will be exempt from liability in respect of anything misleading, false, incomplete or inaccurate and any errors, misdescription and all associated disappointment, loss, expense, damage, inconvenience, delay, death, shock, illness or injury, however caused.

Sunlover Holidays does not control the manner in which Products featured within this brochure are provided. Sunlover Holidays disclaims and will be exempt from liability for anything to do with the supply of such Products. This includes liability (whether as a matter of contract, tort, statute, restitution, or otherwise) for any direct, indirect or consequential

loss, liability, claim, cost, expense, proceeding, demand, penalty, disappointment, death, injury, illness, shock, inconvenience or delay. This limitation of liability also applies irrespective of the cause, including negligence of us or a Supplier, withdrawal, cancellation or failure to provide a Product, delay, any variation in the Product, the provision of substitute Products or a change in the Supplier. Without limitation, we will not be responsible if the Product is not available due to inclement weather conditions or other Acts of God, civil disturbances, fire, floods, acts of Government or any other authorities, accident to or failure of machinery or equipment or industrial action.

## DEPOSITS AND FINAL PAYMENT

### Excluding Tropical Rail Tour

#### Deposit

A minimum deposit of \$55 per adult or \$110 per booking, whichever is the greater, is required within 7 days of confirmation of your booking, unless otherwise advised at the time of booking. Some Suppliers may impose deposits in addition to the minimum deposits stated in this brochure. A deposit holds services but does not guarantee prices.

#### Final Payment

Full payment of your holiday cost must be made **no later than 30 days** prior to travel, or by sale end date, or by the payment deadline specified in individual package conditions, whichever is earliest. For bookings made 30 days or less prior to travel, but more than 7 days prior to travel, full payment of holiday cost must be made within 24 hours of confirmation of your booking. If the booking is made 7 days or less prior to travel, full payment of holiday cost is required at the time your booking is confirmed.

### Tropical Rail Tour

#### Deposit

A non-refundable deposit of \$220 per person is required within 7 days of confirmation of your booking. A deposit holds services but does not guarantee prices.

#### Final Payment

Full payment of your holiday cost must be made **no later than 60 days** prior to travel, or by sale end date, or by the payment deadline specified in individual package conditions, whichever is earliest. For bookings made 60 days or less prior to travel, but more than 31 days prior to travel, full payment of holiday cost must be made within 24 hours of confirmation of your booking. If the booking is made 30 days or less prior to travel, full payment of holiday cost is required at the time your booking is confirmed.

Please ensure payments are made within the specified time limits. If this does not happen, our computer system automatically cancels the booking without notice or liability to you.

Only upon payment of the full cost of your holiday do you have a final booking with the Supplier of the relevant good and/or service. In arranging your booking, Sunlover Holidays is acting as the agent of the Supplier of the relevant Product and at no time do you have a contract with Sunlover Holidays.

## MINIMUM BOOKING REQUIREMENT

Bookings of less than \$150 will incur a service fee of \$27 per booking.

## AMENDMENT FEES

Any amendment to your booking is subject to the approval of the relevant Supplier. Any approved change to your booking prior to, at or after making final payment will incur an amendment fee of \$27 in addition to any fees imposed by the Supplier.

## LATE BOOKINGS

A fee of \$20 will be charged for any late booking which necessitates documents being forwarded by Registered Post, Express Post or Courier.

## CANCELLATIONS AND REFUNDS

**Prior to final payment:** There will be no refund of your deposit in the event you cancel your booking prior to final payment. However, the deposit less an amendment fee may be used towards a deposit on another Sunlover Holiday if booked and travelled within 12 months from the date of cancellation of the original booking (not available for Tropical Rail Tour bookings).

**After final payment:** There will be no refund of your deposit, in addition to any fees imposed by the Supplier, which may be up to 100% of monies paid. However, the deposit less an amendment fee, may be used towards a deposit on another Sunlover Holiday if booked and travelled within 12 months from the date of cancellation of the original booking, provided the supplier does not impose a cancellation fee. For Tropical Rail Tour bookings, a 100% cancellation fee applies unless the seat is resold. If the seat is resold, payment will be refunded less your non-refundable deposit.

## CHILDREN'S PRICES

In most cases, children's prices for accommodation featured in this brochure refer to children occupying the same room/unit with at least two adults and using existing bedding. Additional charges will apply if extra beds (including rollaways and cots) are required. Prices for any other combination of children and adults should be obtained from your travel agent.

## BONDS

Bonds or credit card imprints are required by Car and Campervan Hire Suppliers, Yacht Charters and by most Accommodation Suppliers at the time of check-in to cover incidentals and fees not included in your holiday cost.

Other bonds may apply at certain times of the year. Check with your travel agent prior to booking.

## AIRFARES

A number of airfares can be used in conjunction with your holiday package. All airfares are subject to availability and many have special conditions that apply. In most instances full payment of the airfare will be required at the time of booking.

## TRAVEL INSURANCE

Sunlover Holidays strongly recommends travel insurance as it may protect you if you cancel your holiday due to unforeseen circumstances. Ask your travel agent for details.

## TRANSFERS AND TOURS

Some Accommodation Suppliers provide courtesy transfers from airports/railway stations. It is essential that these transfers are pre-booked. Some Tour Suppliers provide complimentary pick up and return to your holiday accommodation. This service must be confirmed with the Supplier 24 hours prior to departure.

## CHANGES TO THE TROPICAL RAIL TOUR ITINERARY

Sunlover Holidays reserves the right to amend, change or delete portions of the tour itinerary without notice or liability to you. We also reserve the right to change the mode of transport utilised on the tour.

## IMPORTANT NOTE

Some tours require a minimum number of passengers to operate. If minimum numbers are not achieved tours may be cancelled at short notice. Additionally, some Suppliers reserve the right to cancel departures for other reasons. You should ask your travel agent at the time of booking to outline the Supplier's own booking conditions. Sunlover Holidays will not be held liable for a service variation, cancellation, delay or withdrawal, or a Supplier's failure to notify you.