

Please read these terms and conditions carefully as they represent the legal & contractual relationship between letsdoChina.com and our clients. LetsdoChina.com (ABN 27 132 634 514) is a registered trading name of AIMARK Pty. Ltd. (ACN 132 634 514), who is a licensed Travel Agent (Lic. 2TA6057) in the state of New South Wales, Australia. Other information that may appear on the letsdoChina.com website or on any written material supplied by us, also serves to supplement our terms and conditions. It's very important that you understand and agree to these terms and conditions prior to making a booking.

#### Payments & Pricing:

Unless otherwise stated, all quoted prices are in Australian Dollars (AUD) and are based on per person twin-share travel rates involving tariffs & rates of exchange. Any verbal quotations you may receive will be deemed as estimations only and all official quotes will be in writing from letsdochina.com. All bookings must be formally made via our Booking Form and accompanied by photocopies of each traveller's passport details. Each booking form must be completed and signed by a nominated responsible adult and accompanied by our required deposit of AU \$440 per person plus any additional deposit amount that may be required by 3<sup>rd</sup> party suppliers such as Airlines, Resorts etc. When completing the letsdoChina.com Booking Form, you will be asked if you have read and consent to our terms and conditions. Please note that your booking cannot proceed if you do not accept our terms and conditions. On receipt of your deposit, we will issue a receipt & statement of account detailing your remaining balance and the due date. The balance owing will be due in full by no later than 42 days prior to the date of your departure. All reservations are subject to availability at the time of the booking. If letsdoChina.com do not receive the final balance by the due date, we reserve the right to cancel your travel arrangements and apply a cancellation fee. Please note that whilst all care has been taken to include all anticipated costs, taxes, levies, surcharges etc, fluctuations may occur and the prices we quote you are subject to change without notice. Should any unforeseen fluctuation necessitate us to adjust the quoted price, we reserve the right to make such an adjustment up to and including your date of departure. It is very important that you understand and accept this condition before making a reservation.

#### Credit Card Transactions:

Credit card surcharges will apply when paying by credit card and you will be informed of the relevant surcharge at the time of the booking. If for any reason a travel service provider is unable to provide the services for which you have been contracted, your remedy lies against that provider, and not against letsdoChina.com. In the event that payment has been made to letsdoChina.com by credit card, you agree that you will not seek to charge back your payment to us. We will never request credit card details via the internet and you should never respond to any email asking for such information. We also declare that we will never store your credit card details electronically.

#### Cancellations & Amendments:

Cancelled bookings & amendments will incur charges and these charges can be up to 100% of the cost of the booking. No refunds are available once departure has occurred, including any unused components such as transport, meals or accommodation.

##### Cancellations:

Should a client cancel their travel arrangements, the following cancellation fees will apply to each person:

60 days or more, prior to the departure date – 50% of the total deposit paid.

Between 43-59 days prior to the departure date – 100% of the total deposit paid.

42 days or less, prior to the departure date – 100% of the total cost of your tour package.

Where a cancellation of an Airfare occurs, the client is subject to Airline Tariff Regulations & Cancellation Policies.

##### Amendments:

In the event of a client making an amendment to any part of their confirmed booking, a processing fee of AU \$50 per person per change will apply. These fees are separate and additional to any fees imposed by third party service providers who are involved with transport, accommodation or any other services related to the changes in your travel arrangements. Please be aware that any amendment(s) you make may also result in price variations to your tour.

#### LetsdoChina.com Tour Operations:

LetsdoChina.com enlists the services of independent operators for the provision of air, sea, rail and road transport together with hotel accommodation, entertainment & restaurants etc. All bookings via letsdoChina.com are also subject to the terms, conditions & policies of such operators and we bear no responsibility for these services nor do we make or give any warranty or representation regarding their standard. Although letsdoChina.com makes every effort to ensure that tours and their content are available as advertised, it is an important condition of booking with us that you accept that tours are subject to change without notice. Should the need arise to alter your booking (prior to departure) due to circumstances beyond our control, we reserve the right to vary your itinerary and inform you of the changes. Should the itinerary changes involve higher costs, the client will bear the price increase. If such changes are substantially or materially different from your original arrangements and your deposit or balance payment has been made, you are within your rights to cancel the booking and all monies will be refunded in full. If for any reason letsdochina.com is forced to cancel a tour, clients will be offered an alternative tour of similar standard. If a client deems the alternative to be unsuitable, then all monies paid to letsdochina.com relative to the original tour program will be refunded in full. An alternative tour or refund of monies offered or paid in the event of a tour alteration or cancellation is in full satisfaction of any claim for loss of enjoyment resulting from the alteration or cancellation. Sometimes tour content may vary after commencement due to unforeseeable circumstances such as; adverse weather conditions, equipment/mechanical failure, transport rescheduling, hotel overbooking etc. Decisions made in relation to tour services provided by independent operators to reschedule or alter an itinerary due to unforeseen circumstances is at the discretion of the service provider. It is your responsibility to contact airlines prior to travel to ensure any departure flight has not been changed or cancelled. When in China, our affiliated service providers will assist you with any changes that may occur to flight schedules. LetsdoChina.com shall not be liable for any claim whatsoever that arises from such events that affect the schedule or content of a tour. To best protect yourself and minimise disappointment due to loss or ill health etc, we strongly suggest you arrange Travel Insurance prior to your departure (see below).

#### Travel Insurance:

LetsdoChina.com strongly recommend you purchase Travel Insurance to minimise any disappointment or financial loss and to cover you for unforeseen circumstances that may arise whilst you are away. AIMARK Pty. Ltd. (the registered owners of letsdoChina.com) are authorised and registered to assist you with such insurance. We encourage you to carefully study the terms, conditions & inclusions of any travel insurance policy you may be offered in order to arrange the most appropriate cover for your needs. LetsdoChina.com will provide you with a Travel Insurance Brochure/PDS (Public Disclosure Statement) and you can also view the PDS online when you use our Travel Insurance Quick Quote facility. We will also provide you with a Travel Insurance Declaration Form (TID) which is your declaration that you have received information about Travel Insurance and have been given the opportunity to arrange Travel Insurance cover through letsdoChina.com. It is very important that travellers are informed about the benefits of Travel Insurance and the TID is a means of verifying that our obligations toward your awareness have been met. Although you are not obliged to arrange Travel Insurance through letsdoChina.com, it is a mandatory condition of booking with us that you complete & sign the TID by the time we receive your remaining balance. If you fail to return the TID to letsdochina.com, we reserve the right to cancel your arrangements and impose an applicable cancellation fee.

#### Single Traveller Surcharge:

Quoted prices are based on per person Twin-Share travel rates. Any single traveller will incur the specified single supplement surcharge. Single travellers must inform letsdochina.com at the time of their reservation of the intention to be a sole occupant for accommodation throughout the tour. It is not the responsibility of letsdoChina.com to allocate or match suitable single persons for the purpose of share accommodation.

#### Accommodation Description/Rating:

The rating and categories of hotels are based on advice received from our overseas service providers or from the China National Tourism Office and are not the assessment of letsdoChina.com. While every effort has been made to ensure all details are accurate at the time of publication, letsdoChina.com takes no responsibility for advice that has been given in good faith.

#### Travel Documents:

Travel documents include (but are not limited to) airline tickets, passports, visas or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. It is your responsibility to ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. It is also your responsibility to ensure all details on your travel documents are accurate and letsdoChina.com recommend you carry a photocopy of your passport details when overseas. All travel documents are non-transferable and the sole responsibility of each client. All airline tickets must be issued in the name of the passport and visa holder. Some carriers will deny passage if names vary among your travel documents.

#### Exclusions:

LetsdoChina.com has endeavoured to include the majority of costs in the preparation of our tour itineraries. It is our policy to minimise the uncertainty and disappointment that you may encounter when confronted with unexpected or additional costs. Although all care has been taken, you may encounter some additional charges that have not been specifically mentioned or qualified. Examples of such costs, but not limited to are; excess baggage charges, gratuities & porterage, meals not mentioned in the itinerary, travel arrangements to and from the departure city/airport, additional shows/entertainment/attractions not listed in the itinerary, laundry, dry cleaning, beverages, personal medical/accident expenses, telecommunications such as phone/internet/postage/fax, incidental expenses & taxi fares where you are travelling outside the inclusions of your designated itinerary.

#### Baggage Regulations & Allowances:

Due to increased air safety measures, there are specific rules for taking liquids, aerosols, gels and other items on flights. Please ensure you familiarise yourself with the Security Guidelines for carry-on baggage before you travel. Further information can be found on our web site and from Australian Customs as a guide to the regulations and your obligations. In accordance with International Airline Regulations, the free baggage allowance for economy passengers is 20kgs plus limited cabin/carry-on baggage. It is your responsibility to check with the relative airline for their latest baggage allowances and restrictions. Excess baggage charges are the sole responsibility of the traveller.

#### Health & Wellbeing:

It is your responsibility to be aware of any health requirements & vaccinations necessary for your travel destinations and we strongly advise you to visit your doctor prior to travelling. When travelling, please ensure that you pack adequate supplies of all necessary prescribed medication, including any supporting documentation from a health care practitioner. LetsdoChina.com also insists travellers should be of good health and also recommends a minimum required fitness ability to participate in the various activities of a typical tour in China. Examples of minimum fitness levels would be if you are able to accomplish the following activities unassisted; walk up to 3 kilometres in hot & humid conditions, comfortably ascend 4 flights of stairs, walk along uneven and rough surfaces, negotiate the boarding of small boats/pedicabs/buses/trains etc. and possess the strength & stamina to carry your own luggage. To best protect yourself and to limit any expense you may incur due to unforeseen events or ill health whilst travelling, we strongly suggest you arrange Travel Insurance prior to your departure. Further information can also be found at [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au) or by telephoning Smarttraveller on 1300 139 281 for more information.

#### Liability:

Other than the extent where the law imposes a non-excludable liability:

All bookings for listed tours are accepted subject to the terms and conditions imposed by service providers involved in each tour itinerary. All information used by letsdochina.com for the preparation of travel arrangements is sourced from industry operators/bodies and government departments. LetsdoChina.com have made every attempt to ensure the information is accurate and up to date at the time of printing. We do not accept any liability of whatever nature for the acts, delays, omissions, injury, inconvenience, irregularity or default, whether negligent or otherwise, of third party providers over whom we have no direct control. LetsdoChina.com accepts no responsibility for any negligence, loss, damage, omission, detention, diversion or theft of luggage or any personal belongings whatsoever. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. We do not accept any liability in contract for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by force or any other event, which is beyond our control and is not preventable by reasonable diligence on our part. All bookings are made subject to the terms and conditions and limitations of liability imposed by any service provider. Your legal recourse is against the specific provider and not letsdoChina.com. If for any reason, any travel service provider is unable to provide the services for which you have contracted, your remedy lies against the provider and not with letsdoChina.com. We strongly recommend you arrange Travel Insurance prior to your departure.

#### Complaints & Claims Procedure:

If during a tour a client believes there are valid grounds for a complaint or claim, the client hereby agrees to the following procedures and terms. If a client feels there has been a failure in performance of letsdoChina.com or its service providers, the client agrees to immediately notify the local service provider. At this time, the local service provider will attempt to rectify the matter and also inform letsdoChina.com of the circumstances. In the event that the local service provider is unable to assist or is unavailable, the client agrees to contact letsdoChina.com via telephone, email or facsimile. If there is likelihood of a claim for compensation, the client agrees to notify letsdochina.com in writing within 30 days of the completion date of the tour. All relevant receipts and substantiating evidence must be attached to the letter of claim. LetsdoChina.com will not be liable for any claims made later than 30 days after the completion date of the tour.

#### Privacy, Security & Use of Information:

LetsdoChina.com are firmly committed to protecting the privacy and confidentiality of personal information and maintain stringent physical, electronic and procedural safeguards to protect personal information in our care. Letsdochina.com employs the use of Password Protection, Firewall, Anti-Virus & Anti-Spam software to protect our computer systems and any information we may store electronically. We strongly recommend that you employ a similar approach for your computer(s) in relation to sensitive information. Generally, we collect sufficient personal information that is necessary to facilitate your travel arrangements and bookings, including information required by our service providers. We are required by law to obtain your consent to the collection of any sensitive information. By reading our terms and conditions, you are deemed to have consented to the collection of all information that is provided to us for use in accordance with our Privacy Policy, unless you tell us otherwise. We will use your personal information as required to facilitate your travel and travel related products and services such as airfares & other transport ticketing, hotel accommodation etc. We may use and disclose your personal information for the purposes for which it was collected, or for related or ancillary purposes such as any one or more of the following purposes:

\* Identification of fraud or error \* Regulatory reporting and compliance \* Servicing our relationship with you by, among other things, providing updates on promotions and services we think may interest you \* Involving you in market research gauging customer satisfaction and seeking feedback regarding our relationship with you \* To analyse trends in sales and travel destinations \* For marketing activities & internal accounting and administration.

Where we engage third party contractors to perform services for us, those third party contractors may be required to handle your personal information. Under these circumstances those third party providers must safeguard this information and must only use it for the purposes for which it was supplied, although we are not responsible for ensuring this. Other than the above, we will not disclose your personal information without your consent unless disclosure is either necessary to prevent a threat to life or health, authorized or required by law, reasonably necessary to enforce the law or necessary to investigate a suspected unlawful activity.