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1300 767 LUX



## ***Terms & Conditions***

**INCLUDED IN ESCORTED PROGRAMS:** Prices are valid to December 2009, (2010 pricing details will be subject to final confirmation), and include all accommodations as noted in the itinerary; meals as specified; arrival and departure transfers as noted in the itinerary; fully-guided sightseeing as noted in the itinerary (including park and entrance fees); bottled water supplied during sightseeing; selected beverages with some group meals; services of an Luxuria Destinations Tour Manager\* (please see condition noted below); handling of two pieces of baggage per person; hotel taxes.

**PLEASE NOTE: \*ON GROUP PROGRAMS:** If a minimum number of passengers are not reached, Luxuria Destinations. Services may be modified to accommodate a smaller group.

**\*\*GRATUITIES ON ESCORTED PROGRAMS:** Gratuities are not included for hotel/restaurant staff, the Luxuria Destinations Tour Manager and Coach Captain, which are at the traveller's discretion and should be based on the level of satisfaction with the service received.

**NOT INCLUDED IN ESCORTED PROGRAM PRICES:** Passenger Travel Protection Program; international and internal airfares, unless otherwise noted; costs associated with obtaining passports or entry visas; airport departure taxes, unless otherwise noted; excess baggage charges; gratuities to the LD Tour Manager on Escorted Programs; meals other than specified in the itinerary; beverages other than noted in your "Pre-Tour Documentation," sightseeing; personal expenses such as laundry, communication charges and optional activities (which are subject to availability).

**DEPARTURES: Departures are not guaranteed,** with most dates being subject to a minimum number of passengers to operate (excepting only cases of force majeure, which could include any major world event that adversely affects international travel patterns and other circumstances beyond LD's control). Should the minimum number of passengers not be met, LD will offer one of the following options: modify the services of the original program to accommodate a smaller group or offer an alternative program. Should no alternative be suitable, LD will offer a full refund of all monies received.

**ITINERARIES:** Accommodations (hotel) and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond LD's control. Every effort will be made to operate tours as planned, but alterations may occur after the final itinerary has been issued. LD also reserves the right to withdraw a tour or any part of it, to make such alterations to the itinerary or the tour inclusions as it deems necessary or desirable, and to pass on to tour members any expenditures or losses caused by delays or events beyond its control.

**SPECIAL REQUESTS:** Specific requests such as adjacent or connecting rooms, bedding requests, smoking or non-smoking rooms and special dietary needs should be advised at time of booking. Please note that every effort will be made to secure your special request; however, they cannot be guaranteed.

**PRICES AND ARRANGEMENTS:** Quoted program prices include planning, handling and operational charges, and are based on current rates of exchange, tariffs and taxes as of June 2008. LD reserves the right to increase tour prices to cover increased costs, tariffs and taxes received after prices are published. LD is under no obligation to give breakdown costs involved in any Escorted or Tailor Made program. Modification of tour content to accommodate a smaller group size will not affect published tour price.



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**IMMEDIATE CHECK-IN:** On programs where immediate check-in has not been included in the program price, LD does request that hotels do their utmost to facilitate this service; however, it is not guaranteed. Most hotels allow check-in to take place during the mid-afternoon. Should you wish to have your room ready for immediate check-in upon arrival, LD can arrange this for an additional charge. Please ask for details and prices.

**EARLY ARRIVAL:** LD recommends that you arrive a day or two before the start of your tour to allow time to relax and refresh after your journey and to prepare for the start of your program. LD has negotiated special overnight rates at many hotels contained within this brochure. Please ask for details at time of booking. Departing early from the northern hemisphere is also recommended in the winter months, due to possible flight disruptions and cancellations caused by inclement weather conditions.

**ACTIVE ELEMENTS:** On specified programs some active elements have been incorporated into the itinerary. To enjoy the program as intended, a minimum level of fitness is required. The required level would be equivalent to what is obtained by routine daily exercise such as golf, jogging, energetic walking, tennis, etc. Activities during the program could include (but are not limited to) hiking, off-road walking, walking on uneven steep or cobbled streets, horseback riding, activities taking place in high altitude, off-road mountainous driving and navigating uneven terrain. LD, therefore, will require notice if any participant has any physical or other condition or disability that could create a hazard to himself or herself or to other members of the tour. If the minimum level of fitness is not met for the program selected, LD reserves the right to decline to accept anyone on the trip. LD also reserves the right to remove from the trip, at the participant's own expense, anyone whose condition is such that it could create a hazard to himself or herself or others, or otherwise impact the enjoyment of other passengers on the trip. **Should you have any questions or need any clarification about a specific tour please ask for details at time of booking.**

**BAGGAGE:** Tour prices include the handling of two pieces of baggage per person (one being Golf Clubs). Weight restrictions on some routes on internal air flights may apply; details will be provided with preliminary tour documentation. Baggage and personal effects are at owner's risk throughout the travel program. Please check with your international carrier for other baggage restrictions applicable to your international flights.

**LD's PASSENGER TRAVEL PROTECTION PROGRAM:** Our specially designed travel protection program, which provides cancellation coverage, medical coverage and protection against lost or damaged luggage, is not included in the tour price and it is strongly recommended.

**CHILD POLICY:** Unless otherwise indicated on the individual tour page, a minimum age of 18 years is required.

**PASSPORTS AND VISAS:** Valid passports are required for travel to the destinations in this brochure. Check with your travel agent or LD for the latest visa requirements. Please note that all passport holders are responsible for obtaining the required documentation applicable for entry. Please note also that passports must be valid for six (6) months after the return of your journey and should also have sufficient blank pages for visas and immigrations stamps. LD cannot be held responsible should you be denied entry to a country due to non-compliance with these requirements. A copy of your valid passport must be submitted to LD in order to confirm air reservations.

**REGISTRATION AND PAYMENT SCHEDULE:** For all programs in this brochure, a deposit of \$1,250 per person is required at the time of booking. Final payment is due 90 days prior to departure. If your reservation is made within 90 days of departure, the entire cost of the trip must be paid at the time of the request in order to secure confirmation.



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**CANCELLATION CHARGES:** Cancellations received by LD 90 days or more prior to departure will be subject to a \$500 per person/ per tour cancellation fee; 89-60 days, will be subject to 20% of the tour price; 59-30 days will be 50% of the tour price and 29 days or less will be subject to 100% of the tour price. A 100% cancellation charge applies to internal air cancelled less than 90 days prior to departure, where applicable.

**CANCELLATION CHARGES FOR EXTRA SERVICES:** Additional hotel nights and other extra services booked in connection with LD programs are subject to the following: Cancellations received 31 or more days prior to the service will be refunded in full; cancellations received 30-15 days in advance will be charged 50% of the price; cancellations received less than 15 days in advance will be charged 100% of the price.

**CLAIMS AND REFUNDS:** Refunds are not made for any missed services, except for verifiable extenuating circumstances. Please see our Limits on Luxuria Destinations Responsibility clause on this page. For verifiable claims to be considered, they must be received in writing within 30 days of the termination of the program and be accompanied by supporting documentation and/or a statement from the Operating Company verifying the claim. Any adjustment considered will be based on the actual price of the services involved and not on a per diem basis. Adjustments will not be made for unused sightseeing trips or meals. LD will not accept any liability for any claims that are not received within 30 days of the termination of your travel program. All claims for days missed while travelling should be made in writing within 30 days of the termination of the program.

**PHOTOGRAPHY DURING TRAVEL:** Luxuria Destinations reserves the right to take photographs during the operation of any program or part thereof and to use them for promotional purposes. By booking a program with LD, program members agree to allow their images to be used in such photographs. Program members who prefer that their images not be used are asked to identify themselves to their Tour Manager at the beginning of their program.

**LD TAILOR MADE TRAVEL PROGRAMS:** Terms and Conditions for the LD Tailor Made Travel programs and Tailor Made Portfolio hotels may vary from those shown above. Please ask for details.

**GRATUITIES ON INDEPENDENT PROGRAMS (SIGNATURE AND TAILOR MADE).** Gratuities are not included in the program price and are at the discretion of the traveller.

**LIMITS ON LUXURIA DESTINATIONS RESPONSIBILITY:** Luxuria Destinations its employees, shareholders, officers, directors, successors, agents and assigns (collectively LD), does not own or operate any entity which is to or does provide goods or services for your trip. It purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers (including from time to time other affiliated Luxuria Destinations companies). All such persons and entities are independent contractors. As a result LD is not liable for any negligent or willful act of any such person or entity or of any third person.

In addition and without limitation, LD is not responsible for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

There are certain inherent risks in adventure travel of the type involved here. These include, but are not limited to, risks of white water rafting, kayaking and rafting (for example dangers of rapidly moving water, rocks and other submerged objects,



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hypothermia, etc), horseback riding, (for example, unpredictable behavior by the horses, being spooked, etc) hiking, walking safaris, downhill or cross country skiing, (for example, equipment failures, ice or other trail obstructions) and in all trips dangers of animals, inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of a medical emergency. Passenger assumes all such risks with regard to these possibilities.

**TRAVELLERS REPRESENTATIONS:** The Traveller represents that neither he nor she nor anyone travelling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other members of the program. LD reserves the right to decline to accept anyone on a trip. LD reserves the right to remove from the trip, at his or her sole expense, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other passengers on the trip.

ANY PAYMENT TO LUXURIA DESTINATIONS CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT HEREIN AND IN MORE SPECIFIC PRE-DEPARTURE PASSENGER DOCUMENTATION, INCLUDING THE PASSENGER INFORMATION FORM.

LUXURIA DESTINATIONS ACCEPTS American Express, Visa & MasterCard CREDIT CARDS.

## **LUXURIA DESTINATIONS**

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**atf Luxuria Trust**

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