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## 1 • summary booking and cancellation terms

	Level 1	Level 2	Oberammergau	Extra Accommodation	Chargeable Transfers
<b>Deposit due per person</b>	NZ\$200	NZ\$350	NZ\$840	No additional deposit required	No additional deposit required
<b>Final Payment Due (before departure)</b>	60 days	90 days	90 days	In accordance with guided holiday	In accordance with guided holiday

### Cancellation charges per person if you cancel

N° of days (before trip departure)	Level 1	Level 2	Oberammergau	Extra Accommodation	Chargeable Transfers
<b>90 days and over</b>	Deposit	Deposit	Deposit	NZ\$35	NZ\$35
<b>89 – 60 days</b>	Deposit	30%	Deposit	NZ\$35	NZ\$35
<b>59 – 46 days</b>	30%	60%	Deposit	Higher of NZ\$35 or 25% of accommodation price	Higher of NZ\$35 or 25% of transfer price
<b>45 – 22 days</b>	30%	60%	100% of Oberammergau supplement + 25% of land only price excl. Oberammergau	Higher of NZ\$35 or 25% of accommodation price	Higher of NZ\$35 or 25% of transfer price
<b>21 – 16 days</b>	30%	60%	100% of Oberammergau supplement + 30% of land only price excl. Oberammergau	Higher of NZ\$35 or 25% of accommodation price	Higher of NZ\$35 or 25% of transfer price
<b>15 – 8 days</b>	50%	90%	100% of Oberammergau supplement + 30% of land only price excl. Oberammergau	Higher of NZ\$35 or 30% of accommodation price	Higher of NZ\$35 or 30% of transfer price
<b>7 – 1 days</b>	90%	100%	100% of Oberammergau supplement + 50% of land only price excl. Oberammergau	100% of accommodation price	100% of transfer price
<b>Departure day and no show</b>	100%	100%	100%	100% of accommodation price	100% of transfer price

**Note** Included flights are outlined in each itinerary page price panel. Guests travelling on any flights must provide their full name (as appears on passport), date of birth and gender. Incomplete or inaccurate information may result in additional charges payable directly to the airline or in a worst-case scenario, be denied boarding.

**Level 1: Cancellation fees are the minimum cancellation fee charged and is used unless the trip is described as Level 2.**

**Level 2: These trips are listed [here](#) but are generally trips which include cruise/ferry, train or intra-trip flight elements.**

## 2 • your guided holiday booking

For the purposes of this document reference to “you” or “your” includes all guests in the party. Travel Corporation NZ Limited is the ‘Sales Company’. The ‘Operator’ for the trips will be as described in the table below. Collectively these companies are referred to as ‘CostSaver’.

Destination	Operator	Destination	Operator
Europe and Britain, Africa, Asia	Trafalgar Tours Limited	Americas	Destination America Inc.

Your agreement is with Costsaver and a contract is formed when you make a reservation with us that we accept. Enrolment in and payment for a guided holiday shall constitute acceptance by the guest of the terms and conditions in this document. These cannot be varied except in writing by an officer of the Company.

All contracts with Costsaver are made subject to the terms of these booking conditions.

CostSaver is a trading name of Trafalgar Tours Limited (Trafalgar) and the names are used interchangeably within these Booking Conditions.

The invalidity of any provisions herein shall not affect the validity of any other provisions. The agreement shall be construed as though the invalid provision was not contained herein and was replaced with an enforceable provision as similar as possible to the original provision. Should any conflict arise between these booking conditions and those contained within our brochures, these booking conditions shall prevail.

### disclaimer

Travel is personal and each individual's goals and experiences may differ. Costsaver will not be bound by, or liable for, any description, photograph, representation or warranty made by or provided by any independent third party sales representative, Travel Agent, or other person or entity relating to any holiday offered by Costsaver.

### departure date

The departure date is the date indicated on the booking confirmation.

### security

Security is a major concern to all of us and the situation globally is constantly changing. Events around the world, coupled with the “Travel Advisories” put out by various governments, may at times necessitate changes to the accommodations and itinerary or even trip cancellation. You must accept these risks involved in travel to any country that may experience security difficulties and accept responsibility for your own travel decisions.

### Compulsory Insurance

All guests must have travel insurance with medical, evacuation and repatriation cover covering all applicable dates of travel with Costsaver. This insurance must cover; trip interruption,

personal injury, medical expenses and repatriation cover including during pandemic events.

The availability of travel insurance and extent of cover is constantly changing, please refer to our website [costsavertour.com](https://www.costsavertour.com) for most up to date information or talk to your reservation agent.

### COVID-19

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the WHO senior citizens and guests with underlying medical conditions are especially vulnerable.

We ask that you please take personal responsibility for your wellbeing. This begins with packing any personal protective equipment and sanitisers you require. Please adopt physical distancing and hygiene practises throughout your pre-trip travel arrangements and follow all health instruction whether physical signage, or requests from our professional staff, once you are holidaying with us. To travel with Costsaver, you voluntarily assume all risks related to exposure to COVID-19. Full details of hygiene protocols can be found at <https://www.costsavertour.com/travel-wellbeing>

### Oberammergau and Passion Play

All Oberammergau inclusive holiday prices are subject to change including, but not limited to, hotels, meals, sightseeing inclusions, itineraries, transfers and transportation.

No Book Early savings nor any other discounts are applicable to the Oberammergau portion of the trip.

Deposit protection guarantee is not available on trips including Oberammergau.

Trafalgar has secured hotel accommodation either in Oberammergau or close by in the picturesque villages of the Bavarian Alps. Please note that single and triple rooms are not available for the Oberammergau stay. Solo travellers and triple share guests will be matched and accommodated in a twin room with a fellow solo Trafalgar traveller (of the same gender) for the duration of the stay.

All services in Oberammergau are provided by a local agent, and hotel details will be advised by the Travel Director during the trip.

**Note** Where Oberammergau specific terms and conditions conflict with those for holidays excluding Oberammergau, the specific Oberammergau terms and conditions shall prevail.

## what’s included in the guided holiday price

### air transportation

Not included unless otherwise outlined in each itinerary page price panel.

### guided holiday

By air-conditioned luxury motorcoaches, minibus or 4x4 vehicles, trains, ferries and intra-trip flights including light aircraft as described in the respective itinerary. Please note on some regional holidays, transfers and sightseeing trips smaller motorcoaches without toilet facilities may be used. If, due to circumstances beyond our control, motorcoaches are used other than as advertised, a refund of NZ\$10 per person will be made.

Toilets may be affected by higher altitude or extreme weather conditions such as freezing temperatures and for the comfort of those on board the motorcoach the toilets may have to be closed. In these circumstances, additional rest breaks will be incorporated into the itinerary.

### hotel accommodation

Prices are per person, based on two persons sharing a room with private bath or shower. Triple rooms may be available on selected holidays in limited numbers. Triple or quad occupancy rooms may utilise rollaway beds and three adults may find these rooms small. This can be confirmed with your local travel expert or Trafalgar reservations agent.

Every effort has been made to reserve two-bed rooms; however, on some occasions, rooms with one double bed may be the only option available. These rooms will be allocated to single travellers and couples first; other rooms may feature a single bed and rollaway bed, murphy bed or sleeper sofa. A limited number of twin rooms are available with our shared rooming service on certain trips. Costsaver shall not be responsible or liable for any claims or issues arising out of the shared rooming.

Special room requests (adjacent, connecting or lower-floor rooms, as examples) must be made at time of booking. Special room requests are not guaranteed and are based on availability at time of check-in. Many hotels, lodges and luxury tented camps are 100% smoke-free, including all guest rooms, restaurants, lounges, meeting rooms and public spaces. Smoking in a non-smoking room will result in a fine.

Substitute accommodation may be used sometimes. We try to use those of similar standard. Hotel Frequent Traveller program points are not earned with hotels on Costsaver trips.

**Note** Please note that hotel room sizes, standards, facilities and services provided may vary from country to country and region to region and are often local in style and may not have air conditioning.

### free wifi internet service

Complimentary WiFi service is available in many Costsaver hotel guestrooms and/or the public areas of most hotels. In most countries complimentary WiFi is also provided on-board the motorcoaches except in remote locations. The WiFi on the

motorcoaches uses the mobile phone network and as a result the connection will be slower than standard broadband and at times may not be available. Audio and Video streaming is not available using motorcoach WiFi.

**Note** Please note that it may not be available on train trips or when the main Costsaver motorcoach is not being used, such as on transfer motorcoaches and other local services. For further information on which countries WiFi is offered in as well as daily data allowances please refer to the Costsaver website.

### travel director

Guided holidays are generally conducted in English by a professional Travel Director or Driver Guide. Mini-stays, Explorers or itinerary extensions are normally not accompanied by Travel Director and are operated on a locally hosted basis using English-speaking Local Host services unless otherwise described.

In the unlikely event that there are fifteen guests or less travelling on a departure, Costsaver reserves the right to operate this departure on an individual basis with private transfers and individual arrangements. Please refer to the individual guided holiday itinerary.

### meals

Meals are included as detailed on itineraries.

### sightseeing

Experiences, entrance fees and an English-speaking Local Specialist (when required) are included as detailed in the itinerary pages.

### transfers

Between airports, hotels, railway stations and piers are only included as indicated on each guided holiday itinerary. There will be no refund for missed or unused transfers. If you did not purchase your flights from Costsaver, you will need to provide your arrival and departure flight information to Costsaver no less than 21 days before flight departure.

It is your responsibility to update Costsaver with any changes to your flight schedule to ensure that you receive your transfers. Failure to do so may result in missing these services and no refund shall be due for missed arrival transfers resulting from missing or outdated flight information.

### portage

Luggage handling of one suitcase per person, at each guided holiday hotel and porter service at airports for intra-air inclusive guided holidays, is included in the price.

### luggage allowances

Due to limited motorcoach capacity, a single bag is allowed with dimensions not exceeding 30”x18”x10” (76x46x25 cm) and weight not exceeding 50 lbs./23 kg. Carry-on/hand luggage is restricted to one piece per person, not exceeding 12”x11”x6” (30x28x14 cm) to fit under your coach seat or in the small overhead compartment. Carry-ons with telescopic handles and wheels will not fit in the overhead compartments or under

seats and therefore, cannot be accepted as carry-on luggage. Carry-on/hand luggage handling is the responsibility of each guest and must be taken on and off the coach by you each day of the guided holiday.

If you wish to bring a second item of luggage please request this at time of booking. A charge of US\$6 or local currency equivalent per travelling day will be collected by the Travel Director if a second piece of luggage is permitted to be carried, or if suitcase exceeds weight or size limits. This is not assurance that luggage in excess of limits on size, weight and number of pieces will be permitted on the coach.

**Note** Please be advised that stricter luggage allowances may be in place for other methods of transportation such as flights. Please confirm with your local sales representative or online reservation agent.

Costsaver and Costsaver's affiliated entities shall not be liable for loss or damage to luggage or any guest's belongings. Guests should immediately report lost items to the Travel Director who will assist in completing a lost property form that can be used for an insurance claim. Costsaver cannot assist in locating lost items after the guest disembarks or completes the Costsaver holiday.

### tips/gratuities

Tips/gratuities are included for services on guided holiday, except to your Motorcoach Driver and Travel Director (and outside of the Americas to your Local Host and Local Specialists) whose tips/gratuities should be extended on a voluntary, individual basis at the end of your holiday. Included tips/gratuities cover all services provided by dining-room waiters, housekeeping staff and porters at hotels.

Tips/Gratuities for train journeys are subject to other arrangements which may be confirmed with your local travel expert or Trafalgar reservations agent.

### optional prepaid gratuities

If you have opted to prepay your gratuities to your Travel Director and Motorcoach Driver, this will be detailed within your holiday documentation. We offer this option on the majority of our holiday itineraries. Please check the holiday price panels for the applicable holidays where this option is available.

### not included in guided holiday price

Any items and matters not referred to above, including, airfares to and from your destination, air-related taxes and fees (except where specified); additional fees charged by airlines such as checked and/or excess baggage, seat selections and any other services; passport and visa fees; insurances of all kinds; tips/gratuities to Travel Directors, (for trips to the Americas only Local Host, Local Specialists) and Motorcoach Drivers; laundry; phone calls; minibar; beverages and meals not detailed in the itinerary; Optional Experiences; and all items of a personal nature. Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. The price does not cover costs and expenses, including your return home, if you leave the guided holiday whether of your own volition, our decision based on behaviour that disrupts the trip, due to illness, action by any government or other reason. This list is illustrative and not a complete list of every item not included.

## 3 • reservations and payments

- Your guided holiday will be confirmed after receipt of a deposit as detailed in the Summary Booking and Cancellation Terms table. We reserve the right to refuse a booking without giving any reason and shall in that event return any deposit received. If not received within 3 days of booking, the reservation will automatically be cancelled. On certain departures, deposits may be required at time of booking to hold seats.
- Air-inclusive bookings may require an additional non-refundable deposit or payment in full at the time of booking, see Air Arrangements section below.
- Final payment for your land reservation will be due prior to departure no later than as detailed in the Summary Booking and Cancellation Terms table. Payment in full will be required at time of booking for reservations made later than the final payment due date (see Summary Booking and Cancellation table) prior to the trip departure date.
- Costsaver reserves the right to cancel the reservation and impose cancellation charges if any payment is not received as detailed within the Summary Booking and Cancellation table. Costsaver will not be responsible for lost land and/or air reservations.
- Credit Card Bookings: Costsaver should be advised of your credit card number when making your reservation directly with us. For security purposes, we are required to collect the guest's credit card billing address, card expiration date and the customer verification code every time a payment is applied.

- Any special meal requirements, including allergies, must be provided at time of booking and are received on a REQUEST basis only. Costsaver cannot assure that special meal requests will be fulfilled and does not assume responsibility or liability if requests are not fulfilled.
- Your Travel Agent shall hold all monies for each and every person named in the booking until the booking is confirmed at which time your Travel Agent shall provide those monies promptly to us. You consent to us depositing monies received by us as required by law. We will be entitled to keep interest earned on monies. You consent that all monies paid to us whether through your Travel Agent, by deposit or otherwise, may be disbursed by us as and when we see fit.

### travel documents

Provided full payment has been received on time and registration completed, travel documents will be sent in electronic format no later than 21 days prior to departure.

## passports, visas and other entry/exit requirements

All guests including children must be in possession of a machine-readable passport valid for 6 months after their trip return date along with applicable visas. Due to government imposed security/immigration measures, passport and emergency contact information is required for all guests prior to the release of travel documents.

It is the guest's sole responsibility to secure and/or pay for any and all visas, affidavits, immunizations, etc. that are required in order to be permitted entry into each destination. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/exit fees which will be collected at the airports upon entry/departure by local government authorities.

You should check with your Travel Agent or Consular Service for information regarding necessary visa and travel documentation. Where possible we strongly recommend obtaining any required visa or documentation prior to departure. Obtaining documentation while travelling can be a time consuming

process and some countries will not issue documentation at the border. For some countries an invitation letter is required from the Ground Handler to send along with the visa application.

**Note** Please note that entry to any country may be refused even if the required information and travel documents are complete. Costsaver will require full passport information (full name, date of birth, passport number, issue and expiry dates) prior to final payment.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your Travel Agent or local consular services. Obtaining and carrying these documents is your sole responsibility.

**Costsaver bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for any guest, or for any delays, damages, and/or losses including missed portions of your holiday related to improper documentation or government decisions about entry.**

## 4 • booking changes, cancellations & refunds

### name changes

An administration fee of NZ\$75 per person will be charged for name changes or name corrections together with any costs incurred, including airline charges and fees.

### other booking changes

A fee of \$35 per person, per change plus any costs incurred, including airline charges and fees, will be charged for any revision or alteration made to a reservation after the booking is confirmed. Costs and charges may increase the closer to the departure date that changes are made. We will try to make your requested change but it may on occasion not be possible.

A change of guided holiday date or itinerary after final payment is due (see Summary Booking and Cancellation table) of departure date will be treated as a cancellation. Cancellation fees will apply except when the change is to an earlier departure date and the guided holiday price is equivalent or greater, in which case a \$35 per person amendment fee will be charged, together with any costs incurred including airline charges and fees.

### cancellations and cancellation fees

Travel arrangements for any member of the party may be cancelled at any time by written notice by the person who made the booking. Please note the following:

- If notice of cancellation is received by Costsaver before final payment is due (see Summary Booking and Cancellation table), deposit will be retained.
- If full payment is not received by the due date (see Summary Booking and Cancellation table), Costsaver has the right to cancel your reservation and your deposit will be forfeited. Costsaver will not be responsible for lost reservations.



- Notice of cancellation must be made in writing directly to Cost saver or through your Travel Agent. Please also refer to Cost saver's Gold Seal Additional Protection.
- If a person in a party cancels and there is a room change caused by this cancellation (such as a Twin to Single, or Triple to Twin), charges for the new room type will be the responsibility of the remaining party.
- The charges detailed in the Summary Booking and Cancellation table will apply when notice of cancellation is given after the booking is confirmed.
- If a guest fails to join the guided holiday on the day of departure, cancellation fees will be 100% (unless the guest notifies us of the delay and joins the guided holiday later at their own expense).
- Cancellation fees as per the Summary Booking and Cancellation table apply to additional accommodation and/or chargeable transfers prior to and after the guided holiday or itinerary extensions reserved through Cost saver.
- All cancellations fees as per the Summary Booking and Cancellation table are additional to any cancellation fees or other charges that may be levied by your Travel Agent.
- Please also refer to Air Cancellation Section where applicable.
- Travel Protection Plan premiums are non-refundable.

Cost saver designates a number of scheduled trips as a 'Definite Departure'. These are trips which within all reasonable control, Trafalgar/Cost saver guarantees to operate. However, the ever-changing landscape of global travel and extraordinary events (such as the Covid 19 Pandemic) has made many aspects of planning travel difficult to guarantee. Changes to government policy, rules and regulations, transportation availability and other issues may force Trafalgar/Cost saver to cancel or amend a trip to ensure the wellbeing of our travellers. We therefore reserve the sole right, at our discretion, to modify or cancel any trip (definite or not), accommodation, in-destination activity or arrangement at any time.

Cost saver is not responsible for other travel arrangements that you or your party have made outside Cost saver and which are affected by our cancellations.

If the reason for your cancellation is covered under your insurance, you may be able to reclaim these charges from your insurer. You or your Travel Agent are responsible to make the claim to your insurer.

### illness or absence

Early return expenses are the guest's responsibility. There is no refund for absence or early departure from a guided holiday, including but not limited to missed hotels, transfers, meals or sightseeing cruises or optional extensions. Cost saver urges you to purchase travel insurance to cover such circumstances.

**Note** Please also refer to Cost saver's Gold Seal Additional Protection. Cost saver makes no representation or guarantees concerning

## 5 • air arrangements



reimbursement, scope of coverage, or other aspects of any travel insurance policy or claim.

### reservations / ticketing

If an air reservation is made by Cost saver, full payment may be required for your airfare at the time of booking. On receipt of full air payment your airfare, taxes and fuel surcharges are final. This will be regardless of future price fluctuations up or down. When booking a guided holiday including flights, you will be required, at the time of booking, to provide us the full name as detailed on the passport, passport number, nationality, date and place of issue for each guest.

Some intra-trip flights may require a deposit or full payment which may be up to 100% and non-refundable.

Changes to flight itineraries and name changes and/or corrections may either not be allowed or may result in penalties charged by the airline. These are the guest's responsibility along with the fees charged as described above.

Airlines (and other travel providers including Cost saver) change prices and routes from time to time. All air routings are in the sole control of the airline and are subject to change at any time.

### air changes or cancellation

After deposit has been received any changes, including cancellations incur a service fee of \$35 per person, plus any airline penalties. Airline imposed penalties may be up to 100% of the air ticket price. Published Fares, Priced Match Fares, Promo Fares and some other airfares booked are non-refundable.

Not showing up for your outbound flight as booked and ticketed will be considered a no-show, and all the connecting flights associated with this one, even a return flight will be cancelled and no refund will apply.

## 6 • general information and conditions

### guided holiday prices

Fares are capacity controlled and are subject to change at any time without notice. Preview pricing is not protected should amendments be made to the booking. Please therefore contact our dedicated regional call centers or check on our website (costsavertour.com) for the most up to date price. The price is only guaranteed when space is booked and deposit has been paid.

Are based on costs, charges, tariffs, rates, prices, taxes, levies, exchange rates and other considerations. All are subject to change. For up-to-date pricing contact your Travel Agent or visit costsavertour.com. No surcharges regarding cost or currency fluctuations will be made to the LAND only price once the deposit is received. No refund will be made on account of reduction of any of the above. If the total guided holiday price increases by more than 10%, guests will have the option to cancel the guided holiday within 7 days of notification of the surcharge without penalty. All prices are in New Zealand Dollars unless specified.

### airline seating

Seats are limited in our contracted class of service and may not be available on every flight. Cost saver does not hold block space on any airline and does not assure seat availability for every single guided holiday departure date. Not all airlines offer pre-assigned seats. Some may charge for pre-assigned seats. Seat assignments are not guaranteed and are subject to change without notice due to a schedule change, equipment change or other unforeseen circumstances. Seating is solely under the airline's control. Any additional charge imposed by airlines will be at guests' expense. Where pre-assigned seats are not offered or different seats are desired, guests must contact the airline(s) directly to arrange seating assignments as well as special meal requests. Cost saver does not assure that these requests will be granted.

### airline schedule changes

Itinerary changes due to flight delays and schedule changes is solely under the airline's control. Cost saver reserves the right to offer alternative schedules for itineraries affected by airline schedule changes and equipment. Flight delays, flight cancellations and schedule changes are the responsibility of the airline. Cost saver will not be responsible or liable for such delays or rescheduling and extra charges.

### airline frequent flyers

Frequent Flyer miles can be accrued on most air carriers. Upgrades using mileage are not permitted. Many airlines do not automatically add frequent flyer numbers to records for flights booked and ticketed by Cost saver. It is the guest's responsibility to request frequent flyer credit from the airline. Cost saver shall not be responsible for matters concerning frequent flyer miles.

### other fees and taxes

Taxes and fees are subject to change without notice and will be confirmed at time of booking. Any additional fees charged by the airlines lines such as baggage handling, seat selections, and/or any other services are the sole responsibility of the guest(s). Additional air-related restrictions apply.

### guided vacations participation

#### Minors

Young travellers under 18 years of age must be accompanied by an adult, who will be responsible for their welfare and supervision. Alcoholic beverages will not be served to guests under the legal age for alcohol consumption in the country being visited. Minors under age 18 travelling to certain foreign countries must be accompanied by both parents or have a notarized letter of consent signed by the parent(s) not travelling. Trafalgar is not responsible for any losses if you fail to have appropriate documentation. If the other parent is deceased or the child has only one legal parent, a notarized statement



must be obtained as proof. Trafalgar seeks to provide a safe, enjoyable and memorable travel experience for all guests.

## Special requests, health, reduced mobility medical conditions/disabilities and assistance when traveling

If you suffer from reduced mobility or have any other disability or medical condition which may affect your holiday arrangements, you must provide us with full details before booking so that we can advise you if we can accommodate your request and provide you with precise information as to the suitability of the holiday taking into account your needs. Reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability. We rely on your assessment of your own ability to participate in a trip. Please also promptly inform us in writing in the event that any material change in your mobility, any other disability or medical condition occurs after your booking has been confirmed.

If you have any dietary requests, allergies or any other special request, please advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, this is not confirmation that the request will be met. All requests are subject to availability. It is also your responsibility to double check and reconfirm any requirements with all holiday suppliers.

Trafalgar does not provide personal devices (such as wheelchairs, hearing aids or prescription eye glasses) or services of a personal nature (such as eating, toileting or dressing). A traveller who requires services of a personal nature (eating, toileting, help standing, climbing stairs or being pushed in a wheelchair, as examples) must bring a companion to provide such assistance and must understand that other travellers, Travel Directors and Trafalgar Staff will not be available for such purposes. Trafalgar cannot guarantee that all cities will have disability access nor can we guarantee accessible accommodations for guests travelling on guided holidays. Our coaches are not accessible and we cannot guarantee space will be available for personal devices (such as luggage with medical supplies, walkers, wheelchairs). You must advise us before booking if you plan to bring a device of such nature.

Trafalgar does not employ medical personnel. Any necessary medical attention must be sought at a local facility, if available, at the guest's expense. Trafalgar is not responsible or liable for losses or costs incurred due to unavailability of medical services, or medical services obtained while on holiday, or for the quality of the care or services received. Medical care in other countries is not always comparable to care that you may receive in your local area. You are encouraged to purchase medical insurance that will cover you while on holiday. Your regular health insurance benefits may not apply abroad.

You agree to accept the authority and decisions of our employees, Travel Directors and agents whilst on trip with us. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, a local supplier or hotel manager), your health, level of fitness or conduct at any time before or during a trip is endangering or appears likely to endanger your health or wellbeing or any third party (including any of our other guests) or the safe, comfortable or happy progress of the trip, you may be excluded from all or part of the trip without refund or recompense. Where you are excluded, we will have no further responsibility towards you (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill

health, we may make such arrangements we see fit and recover the costs thereof from you.

Keep last two paragraphs under the title Guided Holiday/Vacation Participation.

## behaviour

Costsaver are here to provide the best services possible but in doing so we will not tolerate abusive or aggressive behaviour from our guests. We will refuse to deal with and may terminate the holiday of guests who assault our Costsaver staff, suppliers or fellow guests or who are abusive or aggressive to them and are generally affecting the enjoyment of others with their behaviour.

When you make a booking, you accept responsibility for the proper conduct of all members of your party during your travels with Costsaver. We reserve the right at any time to terminate the travel arrangements and/or cease to deal with any party member(s) whose behaviour, in the reasonable opinion of us or our suppliers, may cause danger, upset, disruption or distress to anyone else or damage to property. Full cancellation charges will apply and no refund will be made. We shall have no obligation to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) guest may incur as a result of the travel arrangements being terminated.

If you damage the accommodation in which you are staying or any property, you must reimburse the accommodation provider or property owner concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must indemnify us for the full amount of any claim (also including legal costs) made against us. Criminal proceedings may be instigated. Costsaver is not responsible for any costs incurred concerning a guest removed from a guided holiday or aircraft, ship or train. Guests agree not to hold Costsaver or any of its related entities liable for any actions taken under these terms and conditions.

## young traveller discount

Young Traveller discounts may be available to travellers, where accompanied by an adult and sharing a twin, triple or quad room where available. This is dependent upon destination and age on day of departure. Please confirm availability with your local Travel Agent.

## itinerary variations

Costsaver strives to improve guided holiday itineraries, services and features. If improvements can be made, or if circumstances beyond our control make changes necessary, we reserve the right to vary itineraries and to substitute hotels. At certain peak periods multiple departures may operate, sometimes in reverse order; hotels may vary from those stated on the itinerary pages. Departures in early and late season are potentially operated in cool weather conditions. As a result, itinerary variations may occur. Certain activities may not be precisely as described or may not be available due to seasonality or weather conditions or other circumstances beyond our control. We will try to notify you or your Travel Agent of changes. If your enjoyment may be diminished by such limitations, please check with us or your Travel Agent before making a reservation.

## holiday changes

During local or national holidays, certain facilities such as museums, sightseeing trips and shopping may be limited or unavailable. In such instances itinerary changes are made by

Costsaver seeking to reduce inconvenience to guests. Such changes are deemed not to be a major change to the itinerary, and no compensation will be payable to guests. Holidays, closing days and other circumstances may necessitate a change of the day of the week for scheduled regional meals, sightseeing or other activities. If you feel your enjoyment might be diminished by any of these circumstances please check with the respective national tourist office before selecting a specific departure date.

## extended hotel stays

If you arranged with us to remain at a destination before or after your guided holiday, your stay will be at your sole expense as is the transfer to either the hotel or airport. Please see the 'Extend your Holiday' section of our brochures for a list of pre- and post-guided holiday accommodation. Availability is limited and should be confirmed with your Travel Agent. Breakfast and luggage handling is not included unless otherwise noted. Costsaver does not provide complimentary transfers for guests booking pre- and post-night accommodations unless otherwise stated. However, inexpensive airport transfers can often be purchased from Costsaver. If your extra night accommodation is not the hotel where your guided holiday begins or ends, you will be responsible for your transfer arrangements at your own expense.

It is essential to allow at least one day before and after your guided holiday if you are joining your Trafalgar guided holiday in London. See 'Extend your Holiday' section in our brochure for London hotels.

## arrivals and departures

It is essential to allow at least one day before and after your guided holiday if you are joining your Costsaver guided holiday in London. See 'Extend your Holiday' for London hotels.

## for your comfort

Costsaver operates a daily seat rotation system and enforces a strict no smoking (including e-cigarettes) and no alcohol policy on board motorcoaches. Regular comfort stops are made on traveling days. Many hotels, restaurants, trains, cruises and other venues are 100% smoke free.

## guided holiday cancellation

Costsaver reserves the right to cancel, re-schedule or make other adjustments to any guided holiday departure upon occurrence of a Force Majeure Event and in any other circumstances (including in accordance with operating requirements or other occurrences beyond its control). If a guided holiday is cancelled by Costsaver at any time prior to its departure date (except for failure to pay the final balance on time), Costsaver will offer, at its option, a comparable holiday if available or a future travel credit (FTC) to the value of all moneys paid to Costsaver for the guided holiday except any in respect of airline travel not included in the original guided holiday. Costsaver will refund any difference in price if the cost of the comparable holiday is lower. However, the guest will be responsible for additional costs if the price of the comparable holiday is higher. Costsaver will not be liable for cancellation, delay, re-scheduling or other adjustment or impact to a departure or itinerary or any other aspect of the holiday brought about by a Force Majeure Event or any other circumstance (including in accordance with operating requirements or other occurrences beyond its control) that prevents or interferes with any aspect of the holiday (including governmental and administrative actions), nor will Costsaver be liable for any cancellation or change cost

or penalties incurred on other travel arrangements, including air travel, that may be affected thereby.

Force Majeure Event means any event or circumstance beyond the control of Costsaver, including but not limited to: (a) an act of god (such as earthquake, flood, fire, explosion, landslide, lightning, action of the elements, force of nature, washout, typhoon, hurricane, tsunami, storm or storm warning or natural disaster); (b) industrial disputes, work ban or other labour dispute or difficulty; (c) acts of terrorism, political unrest, war or threat of war, riots or civil strife; (d) closure of airports or ports; (e) pandemic, epidemic or health risk; (f) governmental and administrative actions (including closure of borders and travel warnings and restrictions).

## travel insurance

Costsaver recommends that all guests purchase comprehensive Travel Insurance. Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Costsaver cannot be held responsible for denied entry if a guest is unable to provide details to authorities of insurance or denial of entry for any reason.

## disclaimer of warranties

The Operator warrants only that the services shall be generally, though in view of the vagaries of travel, not necessarily precisely, as described, and subject to changes and the other terms and conditions herein. All other warranties, express and implied, including warranties of fitness for a specific purpose and merchantability are expressly excluded. There is no warranty that extends beyond the description of the face hereof.

## responsibility

### complete agreement

These booking conditions, together with the other terms incorporated into this contract referred to below, represent the entire agreement between the parties.

### changes

The Operator shall be responsible to the guest for supplying the services and accommodations described in the itinerary, except where they cannot be supplied or the itinerary is changed due to delays or other causes of whatever kind or nature beyond the Operator's control. In such circumstances, the Operator will seek to supply comparable services, accommodations and itineraries and there shall be no refund in these circumstances.

### disclaimer of liability

Neither Costsaver nor the Operator nor its agents or affiliated entities ("released parties") shall be responsible or liable for cancellations, acts of other service providers, diversions or substitution of equipment or any act, variation, postponement, omission or default by air carriers, land carriers, hoteliers or hotels, transportation companies, or any other persons providing services or accommodations to guests including any results thereof, such as changes in services, accommodations or facilities. Nor shall they be liable for loss or damage to baggage or property, or for injury, illness or death, or for any damages or claims whatsoever arising from loss, negligence or delay from the act, error, omission default or negligence of any person

not its direct employee or under its exclusive control, including any act, error, omission, default, or negligence of any country, government or governmental authority, officer or employee. The released parties shall not be liable for indirect, special or consequential damages. **All baggage and personal effects are at all times and in all circumstances at the risk of the guided holiday participant.** Costsaver recommends that each guest obtains baggage insurance. After return at the end of the guided holiday, if lost articles are found and returned to the owner, a service fee will be charged. The Travel Directors, carriers, hotels and other suppliers who provide services on guided holidays are independent contractors; they are not agents, employees or servants of the Operator or its associated companies. All certificates and other travel documents for services issued by the Operator are subject to the terms and conditions specified by the carriers and suppliers and to the laws of the countries in which the services are supplied. Carriage by sea is subject to the Carrier's Conditions of Carriage which are expressly incorporated into this contract, copies of which are available upon request. The released parties are not responsible for any criminal or other conduct by third parties, whether criminal, intentional, grossly negligent, negligent or otherwise.

### additional risks

Additional risks may arise including, but not limited to, hazards of travelling in undeveloped areas, hazards of travel by boat, train, bus, car, truck, aircraft and other means, animals, forces of nature, unrest, differing levels of sanitation, differing safety standards, risks associated with water, drinks, food, plants, insects and animals, diseases and transmission of disease to you or members of your family or party, accident or illness in areas of difficult evacuation or poor medical facilities, acts of governments; all occurring during the trip or while coming to or returning from the trip. You are voluntarily participating, knowing there are risks. You agree to accept any and all risks. You release and discharge Costsaver, its related companies and personnel from, and agree not to make a claim against any of them for, any and all claims, known or unknown, arising from contracting for, travelling to or from, or travelling during, and in any and every way participating in a trip, even where caused by negligence of any of these released and discharged persons and entities. This release and discharge of liability, assumption of risk and agreement not to make a claim is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal representatives and assigns.

### safety

Where the guest occupies a motorcoach seat fitted with a safety belt, neither Costsaver nor the Operator nor its agents or co-operating organisations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

### international treaties

Transportation companies, airlines etc. are not to be held responsible for any act, omission or event during the time guests are not on board planes, transportation or conveyances. We rely on international convention which may apply to the services provided by us, our suppliers or agents with respect to any claim of any nature brought by you against us as a result

of the provision of those services. International conventions which apply may include: Warsaw Convention 1929, (as amended by Hague Protocol and Montreal Protocol) in relation to air travel, or Montreal Convention; the Berne Convention for rail travel; Athens Convention 1974 for carriage by sea; the Geneva Convention for carriage by road and the Paris Convention 1962 for Hotels. We are to be regarded as having all the benefits of these conventions on limiting our liability in relation to any claim for death, injury, loss, damage and delay to guests and luggage.

### Travel Corporation NZ Ltd's Limited role

Travel Corporation NZ Ltd is only responsible for the services of reservations and ticketing. It does not accept any responsibility or liability for any of the acts, omissions or default, whether negligent or otherwise, of any of the companies of the Costsaver group of companies.

All matters arising in relation to the services provided by Travel Corporation NZ Ltd but in respect of other things are subject to the law of New Zealand.

### errors and omissions

In the case of computer or human billing errors, we reserve the right to re-invoice guests and their Travel Agents with correct billing.

Every effort is made to ensure accuracy of our brochures and website; however, Costsaver cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances. Moreover, photographs and descriptions of locations or attractions are merely representative of conditions that existed at time of brochure printing and conditions may not be the same at the time of your journey.

The airline(s) featured or nominated in our brochures or website do not by virtue of their endorsement commit or represent themselves either as contracting with any purchaser of a holiday from Costsaver or as having any other legal relationship with them.

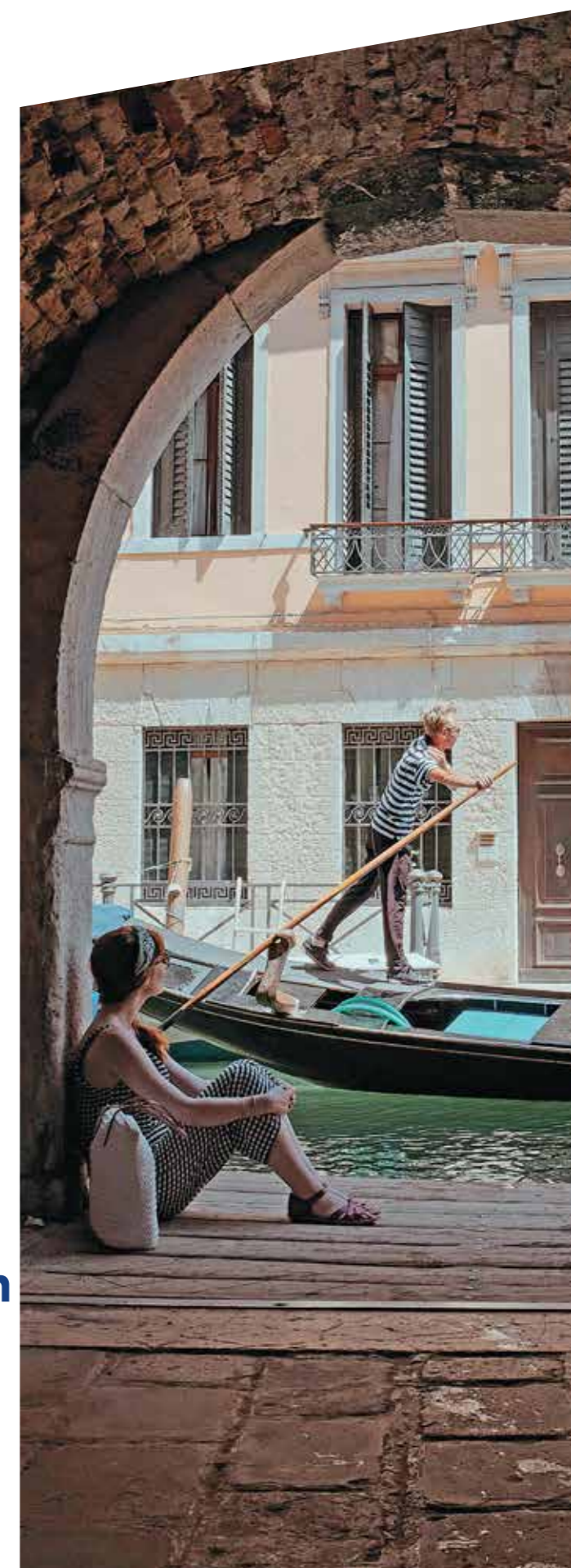
All bookings made with any provider of any transport, facilities, meals, other goods or of any services are subject to terms and conditions and exclusions and/or limitations of liability imposed by them in relation to matters not covered particularly and expressly by your agreement with Costsaver.

If you decide that you do not want to visit a country or part of a country you intended to visit because of any law, condition or requirement of any government or governmental authority, official, servant or agent, you are responsible for any costs, expenses, charges, fees, losses or damage incurred as a consequence and any cancellation or amendment fees. None of the companies in the Costsaver group of companies, or any of their staff or agents, accept any responsibility or liability for your acts, omissions, defaults, conduct, state of health, condition or circumstances.

## 7 • complaint procedures & consumer protection

### complaint procedure

If you have a problem during your holiday please inform Costsaver's Travel Director/Local Representative immediately, who will try to make things right. Such assistance may include providing information on health services, local authorities and consular assistance as well as arranging communication and/or making alternative travel arrangements. We may charge a fee for these services where you have caused the



problem intentionally or by your own negligence. If the matter was not resolved locally, please write to Costsaver's Guest Relations Department at the address below within sixty (60) days of the end of your Costsaver holiday, as it is important that you provide us the information quickly. Please quote your booking reference number and all relevant information. Failure to follow this procedure may delay or deny us the opportunity to investigate and rectify the problem, which may affect the way your complaint is dealt with and your rights under this contract. In any legal action, arbitration, or other proceeding to enforce, interpret or construe the terms of this Agreement, or concerning any grievance relating to the trip, the prevailing party shall be entitled to recover actual reasonable attorneys' fees, costs and expenses.

## data protection

To process your guided holiday booking, Costsaver will need to use personal information for you and guests in your booking. Personal information may include each guest's name, address, phone number, email address, passport number, and sensitive information such as health, medical, dietary, mobility, religious

or other special requirements. This personal information may be passed on to other suppliers of your travel arrangements in addition to public authorities (such as customs and immigration), security and credit checking organisations, and otherwise as required by law. We may need to provide personal information to contractors who provide services to or for us (e.g. sending mail, providing marketing assistance, etc). This may involve sending personal information (including sensitive information) to other countries that may not afford the same level of protection of personal information. In making your booking, you consent to your personal data being passed to relevant third parties as set out above.

We may also use the personal information you provide us to review and improve the guided holidays and services that we offer, and to contact you (by post, email and/or telephone) about other guided holidays and services offered by Costsaver that you may be interested in. If you don't want to receive this information, or if you want a copy of the personal information we hold about you, write to us at **Travel Corporation NZ Ltd, 131 New North Road, Eden Terrace, Po Box 68640, Dc: Cx 10201, Auckland 1021, New Zealand**. A fee may be charged for supplying you with this information as permitted by law.

## 8 • other conditions

Each guest is required to comply with the terms, conditions, requirements, laws, rules and/or regulations of any service provider, or any country or governmental authority, and shall be liable for any such non-compliance.

### booking arrangements

Your booking arrangements can be made through your Travel Agent or with Costsaver directly. When you make a booking, you must be at least 18 years of age at the time of booking. You are guaranteeing that you understand and have the authority to accept and do accept on behalf of yourself and all members of your party the terms of these booking conditions. We will deal only with the lead booking name in all subsequent correspondence and dealings. You are responsible for making all payments due, ensuring the accuracy of all personal details and other information supplied in respect of yourself and your party, notifying us of any changes or cancellations and for receiving correspondence and keeping your party informed.

### additional optional experiences

With Costsaver, you will enjoy many famous highlights as included features on your guided holiday, at no extra cost. An exciting array of additional optional experiences and activities may be made available to further enhance your experience. These experiences and activities are optional, and are offered at special preferential prices. They can be booked only after you start your guided holiday, as many of them are carefully programmed to coincide with highlights available at the time of your visit. A detailed list and cost of these will be included in your travel documentation as well as available on the Costsaver website once they have been confirmed for your itinerary. You can book and pay for them through your Travel Director, by cash or credit card. Optional experiences and activities may vary due to seasonal conditions and often require minimum guest participation. Prices are subject to change without notice. Please also see the relevant section of "Guided Holiday Participation" regarding limitation (exclusion) of our liability for optional experiences and activities operated by independent third party suppliers.





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## sales company

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### **Travel Corporation NZ Limited**

- 131 New North Road, Eden Terrace PO Box 68640, DX: CX 10201 Auckland 1021, New Zealand
- Toll Free: 0800 GUIDED (0800 872 325)
- Email: [info@trafalgar.co.nz](mailto:info@trafalgar.co.nz)
- Travel Agent Reservations:
- Auckland area: 09 300 1550
- All other areas: 0800 TRAFALGAR (0800 872 325)

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## operators

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- Trafalgar Tours Limited, Travel House, Rue du Manoir, St Peter Port, Guernsey, GY1 2JH
- Destination America Inc, 5551 Katella Avenue, Cypress, California 90630

### **The Trafalgar group of companies has Marketing / Sales / Administrative offices / agents in:**

Australia, Brazil, Brunei, Canada, China, Guernsey, Hong Kong, India, Indonesia, Israel, Ireland, Japan, Malaysia, Myanmar, New Zealand, Philippines, Singapore, South Africa, South Korea, Sri Lanka, Switzerland, Taiwan, Thailand, United Kingdom and the USA.

Proud Member of: ASTA, ASATA, ACTA, AFTA, TAANZ