

# Wendy Wu Booking Conditions

**As at 1 June 2024.**

The following booking conditions ('Booking Conditions') form the basis of your contract with Wendy Wu Tours Pty Ltd, of Level 8, 92 Pitt St, Sydney, Australia. ATAS: A10517. ABN: 87 082 688 202. Please read them carefully before making a booking request as they set out our respective rights and obligations. By making a booking request, you acknowledge that you have read and understood the Booking Conditions as well as the specific day to day demands of your chosen tour and agree to be bound by them.

These Booking Conditions set out the terms on which you contract with us for the arrangement and delivery of travel arrangements for your trip and which we agree to make, provide, or perform (as applicable) as part of our contract with you. All references in these booking conditions to "holiday", "booking", "contract", "package", "tour" or "arrangements" mean such holiday arrangements unless otherwise stated. In these booking conditions, "you", "your", "customer" or "passenger" means each person named on a booking request (including anyone who is added or substituted at a later date) or any of them as the context requires. "We", "us" and "our" means Wendy Wu Tours Pty Ltd. By making a booking with us, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions. Please note that we reserve the right to change these Booking Conditions at any time prior to you placing a booking request. The latest version of our Booking Conditions is published at [wendywutours.com.au](http://wendywutours.com.au). It is your obligation to review the latest version of our Booking Conditions prior to making a booking request.

## **YOUR HOLIDAY CONTRACT**

The first named person on a booking request ("Lead Traveller") promises that s/he is authorised to request a booking subject to these Booking Conditions by all persons named in the booking request and by the parents or guardians for any party member who is under 18 when the booking request is made. The Lead Traveller is responsible for making all payments due under a booking by all party members. The Lead Traveller must be at least 18 when the booking is requested. After we receive your booking request and all appropriate payments (see "Payments" below), if the arrangements you wish to book are available, we will issue a confirmation invoice. A binding agreement will come into existence between us when we email your confirmation invoice to the 'Lead Traveller' or the travel agent through whom the booking was requested. We reserve the right to decline any booking at our discretion.

## **OUR SERVICES**

The services we provide to you are limited to (a) the arrangement and coordination of your travel arrangements; and (b) the delivery of travel arrangements which we directly control (if any). This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements.

## **YOUR DETAILS**

Passenger names must be provided exactly as per passport, including middle names, at the time of booking. A copy of your passport is required at the time of booking. Any spelling corrections made after a deposit is paid must be sent in writing. If you do not advise the correct

information and we have to reissue airline tickets or other documentation, then you will be responsible for any fees charged (such as airline cancellation charges or re-issue fees) in addition to our own reasonable administration fees.

## **YOUR OBLIGATION TO CHECK DETAILS**

Please check your confirmation invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation invoice or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us outside these time limits. but you must meet any costs involved in doing so. If you wish to change or cancel any arrangements later, you may have to pay an amendment or cancellation charge (See "Amendments by You" & "Cancellations by You" below).

## **PRICES**

**General:** Prices and services are subject to availability of tour, airline, and specific economy airfare. Prices may differ once a preferred booking class is sold out. Prices stated are in Australian Dollars (\$AUD) and are current at the time of publication. The most up to date pricing is available on our website. The price includes international flights (where tour specifies it is flight inclusive), accommodation, transportation and other inclusions as per the published itinerary. Wendy Wu Tours reserves the right to release specials which are applicable to new bookings only. We also reserve the right to correct any obvious errors in rates quoted or calculated, or any omissions made at any time during your booking. Any verbal quote given is an indication only of the final price and is subject to confirmation in writing. Costs associated with passports, vaccinations, insurance, meals (other than those stipulated), emergency evacuation costs, gratuities, and all items of a personal nature are not included.

**Itinerary Deviations:** All fully inclusive Classic Tour or Go Beyond Tour prices indicated in the brochure are based on group travel and any deviation from the set itinerary may incur additional airline ticket costs. Arrangements such as transfers, accommodation, etc. outside the set group arrangements/dates are at an additional cost.

**Airline Fuel Charges:** In addition to the cost of any airfares, airlines also charge an additional levy to cover the ever-increasing cost of aviation fuel. As fuel prices have fluctuated, so too has the amount airlines charge for this levy. At the time of pricing, some airline fuel surcharges are included in the cost of the fare; however, this amount is subject to change until your airline ticket is issued.

## **PAYMENTS**

**Deposit:** You are required to pay a non-refundable deposit of \$300 per person (or full payment if booking within 75 days of commencement of your travel arrangements) to Wendy Wu Tours or your travel agent within three days of you making your booking request. Please note that we may not hold any services for you until we receive payment of your deposit, meaning that services may become unavailable or prices may increase, in which case you will be responsible for paying the increased price, and we will not be responsible if services become unavailable. In some cases the amount of the deposit may be higher where, for example, we need to pre-purchase flight tickets, cruise cabins accommodation or other services and in the case of our

flight upgrade special offers, to which early airline ticketing may apply- please see the terms and conditions of individual special offers for further information. This will be advised at the time of quotation.

**Balance Payment:** The final balance of the travel arrangements is due no later than 75 days prior to the confirmed tour commencement date. Air tickets are issued upon receiving final payment only. If we do not receive all payments due in full and on time, we are entitled to assume that you have cancelled your booking, and cancellation fees will apply (See "Cancellations by You" below). Wendy Wu Tours reserves the right to request a partial payment of the final balance more than 75 days prior to departure to cover the cost of earlier ticketing should it be requested by the airlines, or tickets issued by our overseas operators due to airline ticketing time limits.

**Card Processing Fees:** Please note that any payments made by credit or debit card are subject to a 1.2% processing fee (1.8% for Amex), which represents the cost charged to us to process the payment.

**Tailor-Made Quotations:** For Tailor-made itineraries, the first two quotes are complimentary. After this, we reserve the right to request a nonrefundable commitment fee of \$100.00 per person. This will be deducted from your required deposit amount at the time of confirmation.

#### **AMENDMENTS BY YOU**

We will endeavour to accommodate amendments and additional requests. You acknowledge that these may not be possible to fulfil, and for group departures a transfer of a booking to a different departure is deemed a cancellation. An amendment fee of \$50 per change will be levied to cover communication and administration costs for any changes to bookings. You will also be required to pay any additional costs charged by suppliers. Please note that airfares are subject to strict airline policies and booking fare rules. Special airfares that require early ticketing may be non-refundable and non-changeable. Once a booking is confirmed, any name change, or passenger change will incur additional charges and/or may be deemed a cancellation of the airfare.

#### **AMENDMENTS BY US**

**Prior to travel:** Occasionally, we may need to make amendments or modifications to the itinerary and its inclusions and you acknowledge our right to do this. If we become aware of a significant change to your itinerary or its inclusions prior to the commencement of your trip (where the trip can still proceed), then we will notify you within a reasonable time.

**During travel:** You acknowledge that the itinerary, modes of transport, accommodation and/or the trip's inclusions may need to change during your trip due to local circumstances beyond our reasonable control, including road conditions, poor weather, changes in transport schedules, and/or vehicle breakdowns. You agree that we have the right to pass on any costs we incur for alternative arrangements we put in place for your benefit in these circumstances.

**General:** To the fullest extent permitted by law, we will not be responsible for any omissions or modifications to the itinerary or the inclusions due to Force Majeure or other circumstances beyond our control happening after we have accepted your booking. This includes any loss of enjoyment or distress caused by omissions or modifications. If you are entitled to any compensation for any modifications or omissions, then you agree it will be reduced by the value of any alternative services we provide which you accept. We will not be responsible to you for

any other expenses or loss you incur resulting from any amendment or change to the itinerary or its inclusions.

### **CANCELLATION BY YOU**

**Group Tours:** Cancellations must be made in writing to Wendy Wu Tours and are subject to the following cancellation charges (Cancellations are also dependent upon other additional charges imposed for air/rail/cruise tickets as referred to below) from the date the written cancellation is received:

- More than 75 days prior to departure; loss of deposit
- Between 74 and 59 days prior to departure; 25% of total cost
- Between 58 and 46 days prior to departure; 50% of total cost
- 45 days or less prior to departure; 100% of total cost
- Any 'no show'; 100% of total cost

**Airfare, Cruise & Rail Tickets:** If airline, cruise and rail tickets have been issued, the rules of the fare will determine cancellation and/or amendment charges. It is often the case that air, cruise and rail tickets are non-refundable.

Following the commencement of your tour, no refunds will be made for any services which you choose not to use or which you cannot use for any reason other than a reason within our control. If you are not fully and validly vaccinated against Covid-19 in the destination(s) where services are to be provided, and particular suppliers refuse to provide you with travel arrangements, then you agree you will not be entitled to any refund for those arrangements. We will not be responsible to you for any loss or expenses you incur (including loss of enjoyment or the costs of alternative arrangements) if you are denied services in these circumstances.

Regrettably, cancellation charges and fees cannot be waived. There can be no exceptions. Please note that employees of any overseas or domestic company or staff of Wendy Wu Tours outside Australia are not authorised to give any guarantees or agreements to customers in respect of refunds or any other matters. Please note Special Groups, Short Stays, Extensions & Tailormade tours may have differing cancellation fees, these will be communicated in writing at time of booking.

### **ILLNESS OR VACCINATION STATUS PREVENTING TRAVEL**

If due to any illness, suspected illness or failure to satisfy any required tests (such as a PCR or rapid antigen test in relation to Covid-19 or vaccination requirements):

- an airline or other common carrier refuses you carriage;
- a hotel or vessel refuses to accommodate you; or
- we or our suppliers (acting reasonably) exclude you from the trip and you are consequently prevented from commencing or continuing your trip, then:
- if you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.

- if you have not commenced your trip then we regret we will not be in a position to provide such assistance.

We will not be liable to refund the cost of your trip (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking. We will not be responsible for any loss or other costs you incur in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your trip in these circumstances.

### **COVID-19 CREDIT REDEMPTIONS**

If: (a) we issued you with a credit due to your original travel arrangements being disrupted by Covid-19 and associated restrictions; and (b) you have redeemed that credit for new travel arrangements; then (c) you agree that we will not be obliged to refund you the value of the credit if you cancel your new travel arrangements.

If you cancel travel arrangements that have a value which exceeds the value of your credit (Excess Payment), then we will refund you the Excess Payment, less cancellation fees in accordance with the list below, calculated from the date which we receive written notice of cancellation:

- More than 75 days prior to departure - refund of Excess Payment
- Between 74 and 59 days prior to departure; 25% of Excess Payment
- Between 58 and 46 days prior to departure; 50% of Excess Payment
- 45 days or less prior to departure; 100% of Excess Payment
- Any 'no show'; 100% of Excess Payment

### **CANCELLATIONS OR RESCHEDULING BY US**

In these Booking Conditions, the term Force Majeure means an event or events beyond our control and which we could not have reasonably prevented, and includes but is not limited to, (a) natural disasters (including not limited to flooding, fire, earthquake, landslide, volcanic eruption), adverse weather conditions (including hurricane or cyclone), high or low water levels; (b) war, armed conflict, industrial dispute, civil strife, terrorist activity or the threat of such acts; (c) epidemic, pandemic; (d) any new or change in law, order, decree, rule or regulation of any government authority (including travel advisories and restrictions).

**Force Majeure - Prior to travel:** If in our reasonable opinion we (either directly or through our employees, contractors, suppliers. or agents) consider that your travel arrangements cannot safely or lawfully proceed due to a Force Majeure Event then we at our discretion may elect to:

- reschedule your travel arrangements (in whole or in part); and/or
- cancel your travel arrangements (in whole or in part), in which case our contract with you will terminate (in whole or in part).

If we cancel any of your travel arrangements, neither of us will have any claim for damages against the other for the cancelled arrangements. However, we will refund payments attributable to the cancelled travel arrangements less: (a) unrecoverable third-party costs and

other expenses incurred by us for the cancelled travel arrangements; (b) overhead charges incurred by us relative to the price of the cancelled travel arrangements; and (c) fair compensation for work undertaken by us in relation to the cancelled travel arrangements until the time of cancellation and in connection with the processing of any refund.

**Force Majeure - During travel:** If due to Force Majeure we cancel travel arrangements after your trip has commenced, we will provide you with a refund of recoverable third-party costs for cancelled travel arrangements only.

**Force Majeure - General:** If we provide you with any alternative services or assistance where travel arrangements are cancelled or rescheduled due to Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

You acknowledge that the terms in this section are reasonably necessary to protect our legitimate business interests. We strongly encourage you to purchase travel insurance that adequately responds to cancellation and rescheduling risks associated with Force Majeure events.

**Other cancellations** Minimum Numbers: Wendy Wu Tours reserves the right to cancel or vary a tour prior to departure due to insufficient numbers. We will advise you no less than 60 days prior to your tour commencement if minimum numbers have not been achieved.

If we cancel your travel arrangements for reasons other than Force Majeure, you will be offered (at your election) a refund of all funds paid, or the offer of a trip of substantially equal quality if appropriate. We will not be responsible to you for any other expenses or loss you incur if your travel arrangements are rescheduled or cancelled whether or not due to Force Majeure.

If we cancel your travel arrangements, neither party will have any claim for damages against the other. However, we will refund payments made by you less unrecoverable third-party costs and less fair compensation for work undertaken by us up until the time of termination and in connection with the processing of any refund.

#### **CANCELLATION DUE TO GOVERNMENT OR PUBLIC HEALTH AUTHORITY**

If you are ordered into a period of quarantine by a government or public health authority as a mandatory directive for any reason and this requires you to cancel or amend your travel arrangements with us within 75 days of your departure date, Wendy Wu Tours will not be liable for any third-party costs, cancellation fees or prepaid arrangements such as (but not limited to) airfares and cruise ship bookings.

We will not be responsible for any additional cost incurred to you while on tour if you are instructed by a government or public health authority to enter into a period of quarantine or to return home early, this includes any extra accommodation costs or amendments to your onward travel arrangements.

Wendy Wu Tours will endeavour to recover as much of your funds as we can on your behalf, or negotiate a credit for future use, should a disruption to your tour arrangements occur due to a government or public health authority directive.

Wendy Wu Tours highly recommends you investigate and secure travel insurance options that best suit your individual circumstances, including any applicable to pre-existing medical conditions and world events.

## **JOINING YOUR TOUR**

Airline schedules from different cities vary so travellers from some cities may need to make their own way to another capital city to join the tour or may require pre or post-tour accommodation, a stopover or have a lengthy transit en-route to their destination. Any cost for accommodation, transportation (including but not limited to airport transfers) or meals incurred will be at the passengers' own expense. Our reservations team can assist with any of these additional services. If you have booked a land only option, please email a copy of your flight schedule and passport copy at time of final payment so we can arrange transfers and visas.

## **REFUSAL OF CARRIAGE**

Wendy Wu Tours retains the right to remove customers from our group tours for reasons that impact on the enjoyment or safety of other tour members, such as, but not limited to, the physical, medical or mental inability of customers to undertake the arrangements of the tour, unsocial or unruly behaviour, or the carriage of prohibited substances and materials. You will not be entitled to any refund for unused services and you will be responsible for any additional costs you incur.

## **HOTELS**

Hotel descriptions featured on our website are based on current hotel guides provided by suppliers. Any facilities described are subject to change at any time. Maps and photographs are included for general information only and may not necessarily reflect actual routings, location or services. Wendy Wu Tours has made reasonable enquiries to verify that the descriptions and details are accurate but does not warrant that they are. We reserve the right to substitute hotels, vessels and other forms of accommodation with properties or vessels of a comparable or higher standard.

## **TRAVEL INSURANCE**

Travel Insurance and proof of coverage is required for Cruise & Tour. For all other touring it is strongly encouraged that you are adequately insured for the duration of your trip. We recommend comprehensive travel insurance to cover cancellation, medical requirements, luggage, repatriations and additional expenses. The choice of insurer is yours. We strongly suggest you purchase insurance at the time you pay your deposit. This is because cancellation fees and charges are payable from that time.

## **HEALTH REQUIREMENTS**

All customers are required to familiarise themselves with any health and vaccination requirements specific to the countries being visited. Any pre-existing dietary requirement/food allergy; disability; medical, health, physical, psychological, or behavioural condition ('health conditions') must be discussed with your doctor who can confirm your suitability to travel on your chosen tour.

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the trip of your choice. If you suffer from a medical condition which may reasonably be expected to increase your risk of needing medical attention, or which may affect the normal conduct of the trip, then you must advise us at the time you make your booking request.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you will require special assistance from

personnel which we cannot reasonably provide, then we may cancel your booking. Provided you notified us of your medical condition at the time you made your booking request, we will provide you with a full refund of payments made. If you fail to notify us at that time or if you fail to provide a medical assessment within a reasonable time of our request, then this will be considered a cancellation by you.

We reserve the right to cancel your booking if any changed or non-disclosed medical conditions mean that you will require special assistance which we cannot reasonably provide. We strongly suggest that your travel insurance policy includes comprehensive cancellation coverage.

## **TRAVEL DOCUMENTS & VISA PROCESSING**

A passport with a minimum of six months validity and at least 2 blank pages upon return to Australia is required for customers travelling to all countries in our programme. Visa fees are included for Australian passport holders in all fully inclusive Classic Tours and Go Beyond Tours. Non-Australian passport holders may incur additional fees and require additional documentation. Wendy Wu Tours may not be able to assist with processing the visas for some nationalities. If passports are not received by Wendy Wu Tours 75 days prior to departure, you may be required to pay an urgent visa processing fee, which we will advise at the time. Unless otherwise requested your passport will be returned to you with final documentation approximately three weeks prior to your departure date. If the customer requests the passports to be returned prior to this, an additional fee will be incurred. Responsibility for documentation accuracy, passport validity, purchase of additional required passport photos, the cost for sending passports to Wendy Wu Tours and dispatch of documents rests with the customer. Wendy Wu Tours accepts no responsibility for any failure in this respect. Wendy Wu Tours does not issue foreign visas. We only submit passports and application forms for visas to be issued by the relevant authorities. Wendy Wu Tours cannot guarantee that any visa will be issued by the relevant authority and accepts no responsibility if a visa application is refused. Any cancellation fees or other expenses incurred by the customer due to the refusal of a visa will be entirely the customer's liability. Relevant authorities may require additional documentation to approve your visa application. The cost of additional documentation or application forms are at the travellers expense. Please see our website for the most up-to-date information.

**Late Bookings:** If a booking is made within 75 days prior to departure it is considered a late booking. Late bookings may incur additional fees including any applicable urgent visa processing fees. Wendy Wu Tours does not process visa applications for bookings made less than 30 days prior to departure but customers are entitled to apply for their own visas.

## **SINGLE TRAVELLERS**

We offer several options for single travellers joining our tours. The first is to book onto one of our Solo Departures, which are reserved exclusively for solo travellers and have single occupancy of a double room built into the tour price (plus free access to an airport lounge if available on your flight itinerary, and a welcome cocktail on arrival) or, if you prefer, you can pay the single room supplement on a regular departure and have a private room reserved for you. Another possibility is to choose our 'Happy to Share' option at time of booking where, if we can find you a share partner of the same gender, your Single Supplement will be removed from your booking. We regret that Happy to Share requests cannot be accepted within 75 days of departure. Please note that 'Happy to Share' requests received at time of booking may not be confirmed until after your final payment due date. Our Customer Services Team will contact you around 60 days prior



to departure to let you know if a share partner has been found. If a share partner is found, the Single Supplement will be removed from your booking and refunded. If a share partner is not found, the Single Supplement will remain on your booking. Wendy Wu Tours reserves the right to change or withdraw this arrangement at any time. If the booking originated as a twin share booking and one traveller cancels, the remaining traveller will be charged the applicable single supplement. If the cancellation occurs more than 75 days prior to the tour departure date, the option to select 'Happy to Share' will apply if it is available on the selected tour. Our dedicated solo departures are guaranteed a single room with no additional supplement and do not have a 'Happy to Share' option.

## **SEATBELTS**

Please note that seatbelts are not compulsory by law in all destinations featured in this brochure and therefore the local people largely choose not to wear them. For this reason local operators may or may not have seatbelts in vehicles or they may be hidden underneath protective seat covers. It is recommended that where seatbelts are available customers must use them and remain seated at all times while the vehicle is moving. As such, customers acknowledge that seatbelts may not be available and therefore travel at their own risk. Customers warrant that they shall not make any claim howsoever arising from injury or damage in respect of, arising from or contributed to by the absence of seatbelts and hereby release Wendy Wu Tours from all such claims.

## **INDEPENDENT SERVICES**

We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which we sell as agent for the principal operator. Any advice or recommendation made by a guide or local representative does not make us responsible.

## **SOLO DEPARTURE AIRPORT TRANSFERS**

Private chauffeur-driven transfers are eligible from Sydney, Melbourne, Brisbane, Perth, Adelaide, Canberra and Cairns, based on executive sedan or similar. After hours surcharges apply between 12:00am-6:00am. Available within a radius of 50 driven kilometres from the nearest international airport. Up to 10 extra kilometres can be booked at a supplement. Based on a maximum of two passengers travelling together with standard airline luggage allowance. Any unused portion of this service is non-refundable.

## **SHOPPING & OTHER SERVICES**

Shopping can be fun and entertaining, especially in local markets. However, Wendy Wu Tours, its staff and employees are neither qualified nor permitted to ensure or guarantee the quality or value of any goods purchased or the suitability of any retail outlets visited and the security of using a credit card to purchase such goods. In all cases the purchasing of goods and the use of a credit card for those transactions is entirely at the customer's own risk and at all times the customer must use their own discretion. Leisure activities and services undertaken during free time is at the customer's own discretion.

## **ACCEPTANCE OF RISK**

You acknowledge that travel involves personal risks which may be greater than those present in your everyday life. This could be as a result of the adventurous nature of your trip or the visiting of destinations which present geographical, political or cultural risks and dangers. You should

consult guidance issued by the Department of Foreign Affairs and Trade (DFAT) applicable to the destinations within your itinerary. You acknowledge that your choice to travel is made having had the benefit of DFAT guidance, and you accept any additional personal risks associated with your travel. To the fullest extent permitted by law, we disclaim any liability for these risks.

## **RESPONSIBILITY**

**Services supplied by independent suppliers:** Where a third party over whom we have no direct control (Independent Supplier) is the supplier of travel arrangements that form part of your trip, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, independent transport companies (i.e., vehicles not operated by us) and common carriers. We act as an intermediary only and you will be subject to the terms and conditions of the Independent Supplier. Any disputes between you and the Independent Supplier are to be resolved between you and them. To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier.

**Services we directly supply:** To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care. We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or an intermediary for an Independent Supplier) if they were carrying out the work we had asked them to do. We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure. While we endeavour to meet scheduled arrival and departure times, we cannot guarantee this. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays.

**General liability limitation:** You acknowledge that travel arrangements or services which comply with local laws and regulations will be deemed to have been properly performed, even if this would not be considered the case in Australia. Australian Consumer Law and corresponding legislation in State jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These Booking Conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, we disclaim all warranties. To the fullest extent permitted by law, our maximum liability to you under these Booking Conditions, in tort (including negligence) or at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having the travel arrangements resupplied.

## **PROCEDURES FOR LODGING COMPLAINTS OR CLAIMS**

At Wendy Wu Tours we are committed to ensuring that we deal with complaints effectively and efficiently. Should the customer not be satisfied with any aspect of their arrangements they must immediately inform the National Escort or Local Guide who will endeavour to resolve the issue at the time. If this is not possible and you wish to lodge a complaint or claim this must be done in writing to Wendy Wu Tours in Sydney (or by email to [customerrelations@wendywutours.com.au](mailto:customerrelations@wendywutours.com.au)) within 30 days of the date of the completion of

your Wendy Wu Tours arrangements. Relevant receipts and substantiating evidence must be attached to the letter of claim. Our complaints handling policy is available upon request.

## **AIRLINES**

Airlines featured in this brochure do not by virtue of their endorsement represent themselves either as contracting with any purchaser of a holiday from Wendy Wu Tours, or as having any legal relationship with such a purchaser. Frequent flyer miles may not be accrued on some packaged fares. Pre-flight seat allocation may not be available. If seat allocation, additional baggage, airport assist services or medical clearance is required and is permitted by the airline, this is to be booked by the traveller directly with the airline and additional fees incurred at the time of arranging these services is payable by the traveller. For details, contact our office. Schedule changes or flight cancellations are subject to the airlines policy and are outside Wendy Wu Tours control.

## **PRIVACY**

We are collecting your personal information so that we can process your booking. We will also keep you up to date with other Wendy Wu Tours' offers and product information that may be of interest to you if you have consented to this. You can opt out of receiving information at any time if you choose to do so. Any personal information you provide will be managed in accordance with Wendy Wu Tours' privacy policy, which can be viewed at [wendywutours.com.au/help-and-advice/privacy-policy](https://wendywutours.com.au/help-and-advice/privacy-policy).

## **BROCHURE VALIDITY**

Tour itineraries and prices in this brochure are accurate at the time of printing and prices are based on exchange rates as at 1st June 2024. Once a customer has paid the deposit, the standard regular price of the tour is guaranteed, subject to any increase in fuel surcharge, tax changes or levies imposed by any government or their agencies or any airline. Prices are subject to change without notice. Departure dates of tours are subject to change due to future airline schedules. Wendy Wu Tours reserves the right to make alterations to itineraries, departure dates and prices due to circumstances beyond its control.

## **AGENT RESPONSIBILITIES**

It is the travel agents' responsibility to ensure that all invoice and itinerary details and documentation issued by Wendy Wu Tours are correct and that the customer is aware of amendment and cancellation conditions and other provisions of these Booking Conditions. It is also the agent's responsibility to provide copies of valid passports at time of deposit. If the agent fails to satisfy these obligations, you must make any claims against the agent and you hereby release Wendy Wu from all such claims.

## **LAW OF CONTRACT**

This contract is governed by the laws of the state of New South Wales and any legal action arising therefrom shall be litigated only in the appropriate court in that state having jurisdiction in that claim.