

IMPORTANT BOOKING CONDITIONS

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

HOW TO BOOK

Contact your travel agent, call 1300 738 833 or go to sunloverholidays.com.au and request a reservation. All verbal quotes provided are an estimate only and subject to change until confirmed in writing.

PRICES & CONDITIONS

This brochure was printed on 19 February 2018. The prices in this brochure are valid for travel from 1 April 2018 to 31 March 2019, unless otherwise stated, are in Australian dollars and include GST where applicable. All prices are subject to availability, subject to change and can be withdrawn or varied without notice. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include (without limitation) adverse currency fluctuations, fuel surcharges, taxes and airfare increases. Surcharges and minimum stays may apply due to demand, Christmas and New Year's Eve, school and public holidays, special events and other circumstances. All prices are the lowest available prices at the time of print and are a guide only. Please check all prices, availability, fees, conditions and information with your travel agent before booking.

If we have to change any part of your booking for reasons beyond our control, for example, an Accommodation Supplier overbooks accommodation, or if there is an increase in taxes or Supplier charges, we will notify you. If any such changes result in your holiday costing more or otherwise being materially different from that originally booked, you may cancel the booking and we will refund any monies already paid less any charges levied by Suppliers.

PRICES DO NOT INCLUDE

Anything not specifically indicated as being an inclusion.

DEPOSITS & FINAL PAYMENTS

Deposit

A minimum non-refundable deposit of \$55 per person for domestic bookings is payable within 7 days of confirmation of your booking. You will be notified at the time of booking if any additional deposit requirements apply.

Final Payment

Final payment of your holiday cost is required at least 30 days prior to departure or by sale end date or by the payment deadline specified in individual package conditions, whichever is earlier. Some services, including airfares, may require full payment at the time of booking. For bookings made less than 31 days prior to travel, full payment of holiday cost is required at the time your booking is confirmed.

Please ensure payments are made by the due dates. If this does not happen, our system will automatically cancel the booking without notice or liability to you.

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

CREDIT & DEBIT CARD SURCHARGES

A fee will apply for payments made by debit and credit cards. Please check this fee with us or your travel agent when booking.

FEES

Amendment Fees

If you wish to change your booking prior to departure, an amendment fee of \$30 will be charged if the overall value of the booking remains the same or decreases, in addition to any fees imposed by the Supplier of each service booked.

Air Ticket Reissue Fees

If you wish to change your flight booking after the ticket has been issued, a reissue fee of \$22 per ticket will be charged, in addition to any fees imposed by the Airline.

Late Booking Fees

A fee of \$30 will be charged for all bookings made less than 7 days prior to travel.

All fees can be varied without notice.

CANCELLATIONS & REFUNDS

Prior to final payment: Your deposit is forfeited.

After final payment: There will be no refund of your deposit, in addition to any fees imposed by the Supplier, which may be up to 100% of monies paid.

After travel: There will be no refund for cancellation once travel has commenced. There will be no refund for unused services unless cancelled prior to travel date. Requests for refunds received more than 6 months after departure date will not be accepted.

RESPONSIBILITY

Sunlover Holidays acts as an agent for the Suppliers (transport, tour, event or accommodation providers) who provide the various goods and/or services (Products). All bookings are subject to the terms and conditions and limitations of liability imposed by each Supplier. It is therefore important for you to obtain and read the applicable Supplier's terms and conditions as they may limit or exclude their liability to you.

In producing this brochure, we have used information provided by Suppliers. Irrespective of any measures taken by us to ensure the information contained in this brochure is accurate at the time of printing, Sunlover Holidays disclaims and will be exempt from liability in respect of anything misleading, false, incomplete or inaccurate and any errors, misdescription and all associated disappointment, loss, expense, damage, inconvenience, delay, death, shock, illness or injury, however caused.

Sunlover Holidays does not control the manner in which Products featured within this brochure are provided. Sunlover Holidays disclaims and will be exempt from liability for anything to do with the supply of such Products. This includes liability (whether as a matter of contract, tort, statute, restitution, or otherwise) for any direct, indirect or consequential loss, liability, claim, cost, expense, proceeding, demand, penalty, disappointment, death, injury, illness, shock, inconvenience or delay. This limitation of liability also applies irrespective of the cause, including negligence of us or a Supplier, withdrawal, cancellation or failure to provide a Product, delay, any variation in the Product, the provision of substitute Products or a change in the Supplier. Without limitation, Sunlover Holidays will not be responsible if the Product is not available due to inclement weather conditions or other acts of God, civil disturbances, fire, floods, acts of Government or any other authorities, accident to or failure of machinery or equipment or industrial action.

MAPS & PHOTOGRAPHS

The maps in this brochure are intended as a guide only and are not to scale. They do not necessarily reflect actual routings or accommodation or attraction locations. Accommodation room photographs are representative only and actual rooms occupied may vary in decor and inclusions from those shown.

Some images used in this brochure are supplied courtesy of tourist bureaus, hotels, tour operators, Tourism Tropical North Queensland, South Australia Tourism Commission, Tourism Australia, Longitude 131°, Zoofari Lodge, d'Arenberg Winery, Lizard Island, Josef Chromy Wines, Bamuru Plains, Adam Bruzzone, Adrian Beckett, Christopher Frederick Jones, Ciaran Handy, Colyn Huber, David Mariuz, David Young, George Apostolidis, Grenville Turner, Hamilton Lund, James Vodicka, Jason Busch Photography, Jason Loucas, John Kruger, Luc Remond, Mark Turner, Martin Morrell, Martin Ritzmann, Remco Jansen, Rick Stevens, Rob Burnett, Robert Bole, Sean Fennessy, Shaana McNaught, Simon Casson, Spiro Rokos and Tom Roschi Photography

PRODUCT DESCRIPTIONS

Product descriptions and accommodation ratings featured in this brochure are provided by the

individual Suppliers. Facilities, features or ratings are subject to change at any time. Tours may not operate on certain dates and durations and departure times are approximate only. You should check at the time of booking for any changes to published information of which we may be aware.

CHILDREN'S PRICES

Children's prices are available on application.

BONDS

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

AIRFARES

Airfares not included unless otherwise specified. A number of airfares can be used in conjunction with your holiday package. All airfares are subject to availability and have special conditions. In most instances airfares must be paid in full at the time of booking and some may be non-refundable.

TRAVEL INSURANCE

We strongly recommend you take out appropriate travel insurance to cover your travel arrangements.

TRANSFERS & TOURS

Some Accommodation Suppliers provide courtesy transfers to/from the airport. It is essential that these transfers are pre-booked. Some Tour Suppliers provide complimentary pick up and return to your holiday accommodation and require a minimum number of passengers to operate. If minimum numbers are not achieved tours may be cancelled at short notice. Additionally, some Suppliers reserve the right to cancel departures for other reasons, including bad weather. Some tours and itineraries may also vary and attractions may be substituted due to seasonal conditions. Sunlover Holidays will not be held liable for a service variation, cancellation, delay or withdrawal, or a Supplier's failure to notify you. A full refund applies for the cancelled tour.

QANTAS POINTS

^You must be a member of the Qantas Frequent Flyer program to earn Qantas Points. Membership and Qantas Points are subject to the Terms and Conditions of the Qantas Frequent Flyer program available at qantas.com/terms. Qantas Points will only be earned on air and land packages that include Qantas or Jetstar flights with a QF or JQ flight number. Bookings must be made through the Sunlover Holidays Call Centre or your preferred travel agent and your Qantas Frequent Flyer number must be quoted at the time of booking. Qantas Points will not be earned for cancelled bookings. View Sunlover Holidays booking terms and conditions at sunloverholidays.com.au/terms_conds.php.

~Complimentary membership is offered by Qantas Airways Limited ABN 16 009 661 901, and is available with Sunlover Holidays bookings but may be withdrawn at any time. Each application is subject to approval by Qantas. T&Cs apply.

PRIVACY

Sunlover Holidays collects information about you (including health information where necessary) to provide products and services to you, process your travel arrangements, facilitate your participation in loyalty programs and conduct marketing activities and market research. If the information is not provided, Sunlover Holidays may not be able to provide the service requested. Sunlover Holidays may disclose your personal information to its related companies, carriers, travel service providers, organisations which provide services to Sunlover Holidays (more details are available in our Privacy Statement on our website sunloverholidays.com.au) and various law enforcement agencies, airports and governments around the world for security, customs and immigration purposes. You may gain access to the information Sunlover Holidays holds about you by contacting our Privacy Officer in writing at 179 Normanby Road, South Melbourne VIC 3205 Australia or on privacyofficer@helloworld.com.au.

GOVERNING LAW

These conditions are governed by the laws of New South Wales, Australia and any action arising under them or in any way connected with a booking may be brought only in a court in New South Wales, Australia, subject to any law which is expressly inconsistent with this.

Please read our full booking terms and conditions at sunloverholidays.com.au/terms_conds.php.

IMPORTANT BOOKING CONDITIONS

Please read these Important Booking Conditions carefully as they apply to all bookings with Go Holidays.

1. Our Services and Obligations

- 1.1 The services within this brochure are supplied by the wholesaler GO Holidays, a division of helloworld Travel Ltd. They consist of arranging and co-ordinating travel, entertainment and accommodation facilities and services, and making bookings, issuing tickets and issuing vouchers to be redeemed by suppliers.
- 1.2 We undertake to perform these services with reasonable care and skill. We will not be liable for any loss or damage, or loss of enjoyment which result from the act, default or omission of any person other than ourselves or employees, or any cause beyond our control. This includes (but is not limited to) loss, damage or loss of enjoyment which arises directly or indirectly from an Act of God, weather disruptions, dangers incidental to sea, fire, breakdowns in machinery or equipment, acts of Government or authorities whether legitimate or not, wars whether declared or not, hostilities, acts of terrorism, civil disturbances, strikes, lockouts, riots, deaths, pilferage, epidemics, quarantines or medical, customs or immigration or emigration regulations.
- 1.3 We are not able to exercise control over services we do not supply directly, therefore we will not be responsible for any loss or damage arising from:
 - Any booking made directly with a service supplier by your travel agent or by yourself direct; or
 - Any services which are not provided by us and which are additional to those described in this brochure.
- 1.4 We will endeavour to provide the most suitable travel arrangements to meet the particular requirements you make known to us. However, travel is an individual experience, and your preferences and opinions may vary from our own. For this reason, we cannot take responsibility for your individual satisfaction, neither can we take responsibility for weather nor for compatibility of fellow guests or staff during the course of your travel.

2. Supply of Travel, Entertainment, Accommodation

- 2.1 Service and Facilities
- 2.2 When we make bookings with the providers of travel, accommodation, entertainment, activities, facilities or services ("the Suppliers") we are acting as a booking agent for the Suppliers.
- 2.3 All travel, entertainment, activities, and accommodation facilities or services are supplied directly to you by the Supplier. We have no control over the facilities or services themselves, or the manner in which they are provided by the Suppliers. Therefore you should be aware of the following conditions:
 - GO Holidays Limited will not be liable for any loss or damage of any kind that may arise from your use or consumption of, or inability to use or consume those facilities or services.
 - The provision of those facilities or services is subject to the terms and conditions of your contract with each Supplier.
 - Where for any reason, a Supplier is unable to provide particular facilities or services, then that Supplier may be entitled, under its contract with you to substitute those services or facilities with comparable or equivalent facilities or services without incurring any liability to you. You should check your contract with each Supplier.
 - All facilities or services described by us are subject to availability from the Supplier.
 - GO Holidays Limited will not be liable or responsible for any loss or damage relating to your baggage, personal possessions, health or welfare, or delays or travel disruptions unless these arise directly from the service we provide to you.

3. Business Purposes

You agree that where our services are acquired for business purposes, or where you hold yourself out as acquiring our services for business purposes, the Consumer Guarantees Act 1993 will not apply to any supply of goods or services made under these conditions, and we will not be liable or responsible for any loss or damage of any kind to you, including any consequential loss or damage however it may be caused.

4. Information in the Brochure

- 4.1 This brochure was published on 19 February 2018 and is valid for services used 1 April 2018 – 31 March 2019 unless otherwise advised. Exchange rates used when costing this brochure are as at 9 February 2018.
- 4.2 While we have exercised reasonable care and skill to ensure that the contents of this brochure are correct, accurate, and up-to-date at the time of publishing, please note that the contents of this brochure are based on information supplied to us by the Suppliers. We do not have, and cannot be reasonably expected to have, personal knowledge about all the facilities or services provided by each Supplier.
- 4.3 Facilities or services may change after the date of publication. We endeavour to keep travel agents informed of any changes to information in this brochure that are brought to our attention. Prior to booking your ticket, you should ask your travel agent about any changes to the published information of which your agent may be aware. You should also make sure that if your travel agent is advised of changes that occur after booking, your travel agent is able to contact you.
- 4.4 All maps, illustrations and photographs are for indicative purposes only and may not necessarily reflect actual places or positioning.
- 4.5 Accommodation must be consecutive at the same hotel to qualify for free nights. Important: Hotels have the right to change conditions e.g. 5th night free. Bonus offers: e.g. free upgrade or late checkouts are subject to availability at time of stay.

5. Prices

- 5.1 All prices shown in this brochure are on a per person basis unless otherwise stated and are expressed in New Zealand dollars. Vehicle rates are per vehicle.
- 5.2 Events beyond our control, such as currency fluctuations, changes to the price of aviation fuel or changes to the cost of services and facilities may result in the prices charged to you being different.
- 5.3 It must be understood that if for any of the reasons mentioned in Clause 5.2 price increases or variation of terms are notified to us between the time of booking and departure, we reserve the right to vary the price to you up to the time of your departure.
- 5.4 All prices exclude travel agent service fees.

6. Payment

- 6.1 A deposit of \$100 must be paid to your travel agent within seven (7) days of verbal or written confirmation of booking request. Certain Suppliers may also require an additional booking fee or deposit to be paid.
- 6.2 A booking requested less than seven (7) days prior to departure may incur communication charges.
- 6.3 Final payment shall in all cases be made not less than 30 days prior to departure. In some cases the terms of the tour or travel may require full payment at an earlier date. In that case you will be advised at the time your booking is processed.
- 6.4 Credit Card not permitted unless travel agent acts as merchant.

7. Amendment or Cancellation

- 7.1 If you wish, or circumstances require you to amend or cancel your booking for any reason, you should advise us in writing through your travel agent at the earliest possible time.
- 7.2 Where you cancel any booking more than thirty (30) days prior to your departure you are likely to have to pay a fee. A cancellation fee of \$200 will be imposed where cancellation is made within thirty (30) days prior to your departure, plus any suppliers charges as per note 7.3. Please refer however to Clause 7.6 for special conditions in some cases.
- 7.3 The above cancellation fees are required to offset booking, communication and administration charges that will have already been incurred by us. In addition to our cancellation fee, you may also be required to pay cancellation fees imposed by our Suppliers (i.e. airlines, hotels, etc.) The amount of each Supplier's cancellation fee is beyond our control, and payment is solely your responsibility. You should check with your travel agent concerning the amount of a Supplier's cancellation fees.
- 7.4 To the extent that we are able to do so (bearing in mind we are dependent upon third party availability beyond our control) we will be pleased to incorporate any reasonable changes you request. An itinerary change may attract a fee similar to cancellation fees in Clause 7.2 above to cover our administration costs.
- 7.5 Some Suppliers may reserve the right to cancel

or amend travel, accommodation, etc and GO Holidays must therefore reserve similar rights to cancel or amend any holiday arrangements.

- 7.6 There are cases where the terms of supply as to refundability of pre-payments require provisions different from the above. In those cases the conditions specific to your tour will be advised to you at the time your booking is processed.
8. **Insurance**
We strongly recommend that as a minimum you insure yourself fully against cancellation, disruption, loss of luggage and personal property, and medical expenses. Your travel agent will be able to provide you with further information.
9. **Items Not Covered**
Unless otherwise specified, the cost of meals, drinks, laundry, telephone calls, insurance, sightseeing tours, local taxes, airport departure taxes, aviation insurance levies and passport or visa application fees are not included.
10. **Package Costs**
Included in the tour costs are charges for normal booking procedure costs, communication costs, administration, research, printing, etc. Where the land arrangements of holidays are included in a composite package, an itemisation of costs will not be rendered.
11. **Visas / Passports**
For all holidays in this brochure you will require a valid passport. You are responsible for arranging your own passport, visa and health requirements (including inoculation where applicable). You should check with your travel agent who will be able to provide you with the necessary information.
12. **Non-Use of Services or Facilities**
If, of your own choice, you decide not to use part or parts of the arranged services or facilities, you will not be entitled to a refund from us (provided we have carried out our service with reasonable skill and care and to your requirements) and you may not be entitled to a refund from any Supplier.
13. **GO Holidays Charter for Addressing Problems**
In the event that you should strike a problem or you are dissatisfied with some aspect of the services or facilities during the course of your trip, our recommendation is that you take the matter up directly with the supplier of the service at the time, or as soon as practicable in the circumstances. This provides the opportunity to have the matter discussed and investigated on the spot and a remedy negotiated then and there to enable you to continue enjoying your holiday. We have found from experience that it is very difficult (in some countries impossible) for us to obtain redress for you once travel has been completed. If this does not work, we wish to be involved at the earliest possible moment and our commitment is that we will immediately work on resolving the issue to your satisfaction.
14. **Health or Disability**
Some Suppliers may reserve the right to refuse to carry or accommodate people who, because of a health condition or disability, may require services or facilities to be provided in a special manner or at a certain stage of pregnancy. You should check this with your travel agent.
15. **Legal Claims**
The laws of New Zealand will govern any claims or legal action in connection with the provision of our services to you. Any claim or legal action against the Suppliers is likely to be subject to the terms of your contract with them, and may be governed by the laws of other countries.
16. **Images**
Our thanks to Tourism Tropical North Queensland, South Australia Tourism Commission, Tourism Australia, Longitude 131°, Zoofari Lodge, d'Arenberg Winery, Lizard Island, Josef Chromy Wines, Bamuru Plains, Adam Bruzzone, Adrian Beckett, Christopher Frederick Jones, Ciaran Handy, Colyn Huber, David Mariuz, David Young, George Apostolidis, Grenville Turner, Hamilton Lund, James Vodicka, Jason Busch Photography, Jason Loucas, John Kruger, Luc Remond, Mark Turner, Martin Morell, Martin Ritzmann, Remco Jansen, Rick Stevens, Rob Burnett, Robert Bole, Sean Fennessy, Shaana McNaught, Simon Casson, Spiro Rokos and Tom Roschi Photography.

PLEASE READ THESE CONDITIONS CAREFULLY

The guarantees under the Consumer Guarantees Act will apply to services supplied by us except where they are acquired, or are held out as being acquired for business purposes.