

Booking Conditions P1

It is important that you read and understand the following terms and conditions before making your booking.

Reservation & Deposit

For bookings made directly through Nexus Holidays

Please submit a Booking Form along with a deposit. A non-refundable deposit of \$300 per person is payable within 7 days of reservation. Bookings without a deposit paid on time are subject to possible cancellation and Late Payment Fees set forth in this document.

For vouchers purchased through a third party vendor

The purchase of vouchers does not automatically guarantee availability of a given departure date. You must complete and submit a Nexus Holidays Booking Form along with a copy of each traveller's passport photo page to secure your dates.

Nexus Holidays reserves the right to correct any errors in rates quoted or calculated, or any omissions made at any time during booking and invoicing. Any verbal quote given is an indication only of the final price and is subject to confirmation in writing.

Receipt of Booking Form & Deposit

Receipt of a Booking Form or Deposit by Nexus Holidays is treated as an undertaking that the customer or agent has read and agrees to be bound by the terms and conditions set forth in this document.

Booking Finalisation and Passport Copies

All booking components and arrangements, including the selection of dates, tour extensions, optional programs, stopovers, upgrades and provision of passport copies etc, must be finalised within 30 days of booking, or 90 days before departure, whichever comes first. Amendments thereafter incur penalties set forth in this document.

It is a condition of booking that passport copies, valid or expired, are provided at the time of booking. All names must be full names exactly matched to a valid passport. If the passport copy is not provided within 30 days of booking, or 90 days before departure, whichever comes first, tickets will be issued according to the names submitted on the booking form. Nexus Holidays will not be liable for any costs that arise due to name corrections. Fees apply for reissue of travel documents.

Documentation will be released close to departure according to the schedule outlined forthwith under the Travel Documentation section. A surcharge from \$100 per person is applicable to clients who request booking components such as flights be finalised earlier than the aforementioned time frame.

Balance of Payment

The final balance of all travel arrangements is due within 90 days prior to departure for China, Japan, South Korea, Taiwan, Vietnam, Europe, New Zealand and all tour packages shorter than 15 days in total duration, except for packages with Ocean Cruises.

The final balance of all travel arrangements for US & Canada, Alaska, all destinations with Ocean Cruises, and all packages 15 days or longer in total duration, is due within 120 days prior to departure.

Payments by credit cards incur a merchant fee. The accepted credit cards are MasterCard and Visa 2% surcharge, American Express 4% surcharge.

Payments by internet banking or direct deposit must include reference of the invoice number, and a copy of the remittance advice must be emailed to Nexus Holidays. When making payments, please factor a minimum bank processing time of 2 working days. Documents will not be dispatched until all funds have cleared. Late payments are subject to Late Payment Fees set forth in this document and possible cancellation of your booking.

Late Booking Fees

Bookings made within 60 days of the departure date incur a late booking fee from \$100 per person, and the booking must be paid in full immediately. Bookings made less than 90 days prior to departure must be deposited immediately and the balance must be paid in full within 7 working days of reservation.

Late booking fees also apply for late submission of the Nexus Holidays booking form after the purchase of vouchers through a third party vendor.

Late Payment Fees

Bookings where deposits and final balances are not paid on time are subject to possible cancellation and incur the following late payment fees:

1. Late payment after initial payment deadline; from \$50 per person.
2. Late payment within 30 days after initial payment deadline; from \$100 per person.
3. Late payment within 60 days after initial payment deadline; from \$150 per person.

Nexus Holidays must be promptly informed of all payments. Late payment fees apply to payments that are not properly accounted for due to reasons such as failing to provide remittance advice, not allowing enough bank processing and clearance time, payments without reference of invoice or booking number, and payments to the wrong account, etc. Nexus Holidays reserves the right to cancel any booking where payment is not received within specified time limits.

Amendment & Administration Fees

All booking variations made 30 days or more after booking; including transferring between tour packages and departure dates, incur an amendment fee from \$100 per person per change to be paid at the time of the change (other fees may apply). Amendments within 90 days of departure will be regarded as a cancellation and will incur heavy penalties. Bookings requiring reissue of air tickets and other documents will incur an additional administration fee from \$150 per person.

For any changes that involve amendments to fixed group flights or default package components, such as airline upgrades, stopovers and breakaways from the group itinerary, all associated fees are payable immediately at the time of the change.

A surcharge from \$100 per person is applicable to clients who request booking components such as flights be finalised earlier than the standard booking finalisation time frame of within 30 days of booking, or 90 days before departure, whichever comes first.

Changes must be made in writing by the person who made the original booking, or his or her travel agent. Once a booking is confirmed, name transfers are not permitted and will be regarded as a cancellation.

Cancellation by Customer

All cancellations must be made in writing to Nexus Holidays and will be subject to the following cancellation charges from the date the written cancellation is received:

For bookings made directly through Nexus Holidays

1. 90 days or more prior to departure; loss of deposit plus any administration fees plus the cost of the air tickets.
2. 89-61 days prior to departure; loss of deposit and 50% of total booking cost plus the cost of the air tickets.
3. 0-31 days prior to departure; loss of deposit and 75% of total booking cost plus the cost of the air tickets.
4. 30 days or less prior to departure; loss of deposit and 100% of total booking cost plus the cost of the air tickets.

For vouchers purchased through a third party vendor

1. Vouchers are 100% non-refundable at all times and are subject to the booking conditions of the third party vendor.

For cancellations involving air and cruise tickets that are already issued at the time of cancellation, the cost of the tickets are non-refundable and is in addition to the cancellation fees already outlined in the aforementioned cancellation schedule.

In the event of any partial or complete no show of the tour, flights or any booking components, the booking shall be treated as a cancellation whereby the deposit and total booking cost is fully non-refundable.

For bookings wherein components are partially paid for both directly to Nexus Holidays, and also via a third party vendor, the most restrictive terms and conditions prevail.

In the event of a cancellation, any refunds will be less administration fees including visa, transfer fees, airline cancellation fees, credit card processing fees and any applicable amendment fees. Regrettably cancellation charges and fees cannot be waived. There can be no exceptions. No refund will be made for any unused portions of the holiday after the departure date. A single supplement is payable for any cancellations whereby the remaining occupant(s) require single room(s). Please note that employees of any overseas company or staff of Nexus Holidays outside Australia are not authorised to give any guarantees or agreements to customers

in respect of refunds or any other matters.

Cancellation by Nexus Holidays

Nexus Holidays reserves the right to cancel or vary a tour prior to departure due to insufficient numbers. In such an event alternative guaranteed travel dates will be offered. Should these options not be acceptable Nexus Holidays will refund the full price paid, less visa cost. If a tour is cancelled due to unforeseeable circumstances such as, but not restricted to, severe weather conditions or force majeure, Nexus Holidays will refund all monies except visa costs, credit card merchant fees and any cancellation fees levied by airlines and other third parties.

Unforeseeable circumstances such as force majeure, adverse weather, flight rescheduling, hotel overbooking and faults with transportation or road conditions may also have an effect on the tour itinerary after the commencement date. Any decision made in respect of tour services by independent operators to re-route or amend the itinerary due to any of the above or similar circumstances is at the discretion of the tour service provider and Nexus Holidays shall not be liable for any claim arising from such events.

Fees & Charges

All fully inclusive prices indicated in the document are based on group travel, and any additional arrangements from the set itinerary, such as early arrival/stay behind or routing deviations, may incur additional airline ticket costs ("Breakaway Fee"). Arrangements such as transfers, accommodation, etc. outside the set group arrangements/dates are at an additional cost and are not covered by the Breakaway Fee.

For the core group itinerary, all participants must strictly stay with the group according to the fixed itinerary from beginning to end. Participants are not authorised to leave the group or forfeit any day(s) at any stage, unless prior consent is provided in writing by Nexus Holidays. Any unauthorised deviation is subject to penalties from \$100 per person per day and Nexus Holidays shall not be responsible for any act thereafter.

No show of any flight sectors or tour portions are strictly not permitted. Failing to show up or check in on time will result in the automatic cancellation of all onward flights, and the ticket will be rendered fully non-refundable. No show penalties may be collected by the carrier. Any penalties and costs associated with rebooking flights and other arrangements shall be borne by the passenger. There shall be no refund for any unused services.

Agent Responsibilities

It is the travel agents' responsibility to ensure that all invoice and itinerary details and documentation issued by Nexus Holidays are correct at the time of booking and that the customer is aware of amendment and cancellation conditions and other clauses in the Booking Conditions. Travel agents must provide all passport copies at the time of booking. Any amendment, administration, cancellation and associated booking fees incurred due to agent or customer error shall be billed to the agent. Any errors must be advised to Nexus Holidays immediately. Nexus Holidays cannot accept responsibility if we are not notified of invoice or booking inaccuracies within 5 days of invoicing. Nexus Holidays reserves the right to reissue invoices with correct pricing.

Accommodation

Accommodation will vary depending on the group size and cannot be confirmed until final documentation is dispatched or very close to departure. All hotels listed on brochures are intended to be used on all departures but cannot be guaranteed. If the hotels are unavailable for any reason, Nexus Holidays reserves the right to provide substitutes of similar standard. All ratings shown are based on local standards. Only twin-bedded rooms can be guaranteed. All other room types are on a request basis only and cannot be guaranteed before departure. Standard check in time tends to be 2 to 4pm or later and check out is normally 11am, but may vary with destination. Non-smoking rooms are requested by default. Please consult your tour guide before using any WiFi or pay TV services as these are generally not free of charge.

Addresses

By providing email and postal addresses on the Booking Form you have agreed to receive correspondence from Nexus Holidays which may contain marketing, specials and promotional material.

Booking Conditions P2

It is important that you read and understand the following terms and conditions before making your booking.

Airlines

Airlines featured in this document do not by virtue of their endorsement represent themselves either as contracting with any purchaser of a holiday from Nexus Holidays or as having any legal relationship with such a purchaser. Frequent flyer miles may not be accrued on packaged fares.

Airline Fuel Levy Surcharge

Since 2004, all airlines charge a fuel levy surcharge in addition to the normal airline ticket price in order to cover the increased cost of aviation fuel. As fuel prices may fluctuate, so too will the amount the airlines charge for this levy. This amount will be advised to you at the time of booking and is subject to change until tickets are issued.

Baggage

The standard check-in baggage allowance for all airlines is limited to one piece per person and must not exceed 20kg, unless otherwise explicitly stated. Carry-on baggage is limited to one piece and must not exceed 7kg per person. The baggage allowance on the tour coaches is limited to one piece and must not exceed 20kg per person unless otherwise explicitly specified. Excess baggage is not permitted. Any portage handling fees and tips are payable by the traveller.

Brochure Validity

Tour itineraries and prices in this document are accurate at the time of printing and prices are based on exchange rates as at 1 January 2016. Once a customer has paid in full, the price of the tour is guaranteed, subject to any tax changes or levies imposed by any government or their agencies or any airline. The prices for tours after 1 January 2016 are subject to change without notice. Nexus Holidays reserves the right to make alterations to itineraries, departure dates and prices due to circumstances beyond their control.

Cruise Packages

Nexus Holidays cruise packages are based on special group allocations whereby cabins are assigned by the cruise operator on a run of house basis close to departure. We cannot guarantee that specific requests for cabins or locations can be fulfilled. Only twin-bedded rooms can be guaranteed. All other room types are on a request basis only and cannot be guaranteed. Please be aware that cruises that depart from countries abroad, such as from Asia, are culturally enriching cruises whereby guests are immersed in local culture, entertainment, flavours, activities, customs and language. English will always be spoken by cruise staff.

Erroneous Pricing

Nexus Holidays reserves the right not to honour any published prices that we determine are erroneous due to printing, electronic or clerical error.

Exclusions

Optional tours, optional shore excursions, admissions & attraction tickets, tour guide/driver/baggage handler tipping, cruise gratuities, meals & drinks other than those specified on the itinerary, passport & visa fees, vaccinations, city & resort taxes/fees, government taxes, laundry service, Wi-Fi internet, baggage & miscellaneous airline fees, travel insurance, credit card merchant fees, and personal expenditure are not included in our packages, unless explicitly stated otherwise.

Health Requirements

All customers must possess physical and mental fitness well enough to travel and are required to familiarise themselves with any health requirements specific to the countries being visited. Customers with a pre-existing medical condition that affects their fitness to travel, or any medical/dietary requirements must advise Nexus Holidays when booking their tour and may be required to provide written confirmation from their doctor that they are fit to travel. All customers should visit their doctor to confirm that they are physically able to undertake the day-to-day requirements of the tour. Should any ailments either exist at the time of booking, or arise before their departure from Australia, the customer must inform Nexus Holidays of these in writing. It is the customer's responsibility to ensure they have adequate insurance cover for any pre-existing medical conditions. All travellers are advised to check destination-specific information and vaccination requirements with their doctors and on the Smartraveller government

website. For the comfort of other participants, smoking is not permitted on Nexus Holidays arranged transportation.

Hotel Descriptions, Maps & Pictures

Hotel descriptions featured in this document are based on current hotel guides provided by suppliers and contractual agreements. 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. Nexus Holidays has made reasonable enquiries to verify that the descriptions and details are accurate but does not warrant that they are.

Invoicing Errors

Please review your booking and invoice thoroughly and contact Nexus Holidays or your travel agent immediately if the invoice appears to be incorrect or incomplete. Nexus Holidays cannot accept responsibility if we are not notified of invoice inaccuracies within 5 days of invoicing. Nexus Holidays reserves the right to reissue invoices with correct pricing.

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.

Lost Property

For security reasons, valuables should be kept to a minimum. It is the traveller's sole responsibility to ensure adequate insurance cover for loss of personal belongings and luggage. Nexus Holidays takes no responsibility for any items that are lost or left behind and cannot guarantee that their retrieval is possible.

Loyalty Discounts

Nexus Holidays values repeat customers. When making a new booking, please provide previous booking reference numbers and the travel destinations and a loyalty discount will be applied.

Loyalty Memberships

Nexus Holidays is happy to associate any airline, cruise and supplier loyalty membership numbers to bookings, but cannot guarantee that points and other benefits are accruable or redeemable on our group packages.

Postage

Nexus Holidays takes due care in handling travel documents in our possession but does not guarantee the security, reliability, suitability and punctuality of travel documents mailed by a third party contractor. Any undertakings by post are at the customer's own risk and Nexus Holidays shall not be liable for lost documents. Nexus Holidays strongly recommends all postage be by registered mail with tracking. Postage fees are payable by the customer.

Privacy Policy

The collection of passports and passport information for ticket issuance, visa application etc, is a firm requirement by airlines and travel operators for identification purposes.

Personal information is passed on to any relevant third party suppliers and vendors that provide or govern the products and services pertaining to your travel, such as but not limited to providers for air tickets, hotels, cruises, local tours & attractions, coaches & transfers, and travel insurance. Personal data may also be provided to government or public authorities such as customs, immigration and security services.

All personal data, with the exception of credit card details, will be stored. Nexus Holidays will use only names and contact details for marketing purposes unless you notify us in writing that you do not wish to receive marketing material, or want your personal information to be deleted from our database.

Nexus Holidays will take reasonable steps to ensure that all information collected is stored in a secure environment accessed only by authorised persons. While Nexus Holidays strives to protect personal information from misuse and unauthorised access, we cannot guarantee the security of any information transmitted or received from our online products or services. These activities are conducted at your own risk.

Procedures for Lodging Complaints or Claims

At Nexus Holidays 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 Nexus Holidays in Sydney by submission of a Nexus Holidays Claim Form within 30 days of the date of the completion of your Nexus Holidays arrangements. Relevant receipts and substantiating evidence must be attached to the letter of claim.

Refusal of Carriage

Nexus Holidays retains the right to remove customers from our group 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. All customers must be able to read and speak fluent English. Nexus Holidays will not refund or cover any costs incurred for termination of holiday arrangements due to unacceptable behaviour.

Responsibility

Nexus Holidays acts as a co-ordinator for all persons taking these tours in the making of all arrangements for transportation, sightseeing and hotel accommodation. Nexus Holidays does not own, manage, control or operate any transportation vehicle, any hotel or restaurant or any other supplier of services. All coupons, receipts and tickets are issued subject to the terms and conditions specified by the supplier and all services are subject to the laws of the country where the services are provided. Nexus Holidays acts only as an agent for the owners, contractors and suppliers provided and assumes no responsibility for the loss or damage to baggage or property or for any injury, illness or death or for any damages or claims whatsoever caused arising directly or indirectly from accidents, loss or damage to person or property, delays, transport failure, strikes, wars and uprisings or acts of God etc. over which Nexus Holidays has no control.

Shopping

Participants may be given the opportunity to shop at local speciality stores enroute tour attractions. There is no obligation to buy and absolutely no minimum spend requirement. Nexus Holidays and its employees are not qualified nor permitted to ensure or guarantee the quality or value of any goods purchased or the suitability of any retail outlets visited. In all cases the purchase of goods and the use of a credit card for those transactions are entirely at the customer's own risk and at all times the customer must exercise their own discretion.

Smoking

For the comfort of other participants, smoking is not permitted on Nexus Holidays arranged transportation. Nexus Holidays requests non-smoking rooms for all occupants as a standard. Smoking is not permitted in many hotels, public places and parts of cruise vessels.

Special Assistance

Travellers requiring special assistance must be accompanied by a physically able companion. Any disability or medical condition requiring special attention must be declared at the time of booking. Nexus Holidays will make reasonable efforts to accommodate special needs but is not responsible for any denial of services or additional expenses by carriers, hotels, trains, restaurants or other third party suppliers. Coaches and minibuses are not equipped with wheelchair ramps. Wheelchairs and walkers cannot be carried on board vehicles due to space limitations. Various activities may involve strenuous activity or extensive walking, sitting or standing. Nexus Holidays cannot provide individual assistance to any passenger for walking, dining, boarding or alighting from transportation vehicles, or any other personal needs.

Special Requests

Nexus Holidays will make every effort to pass on special requests such as dietary requirements, seat assignments, room locations and wheelchair requests to the airline, hotel and other suppliers but cannot guarantee such requests can be met.

Booking Conditions P3

It is important that you read and understand the following terms and conditions before making your booking.

Single Travellers

A single supplement applies to any customers travelling alone or requiring a single room for oneself. This includes cancellations whereby the remaining occupant(s) require single room(s). Single supplement fees are also applicable for any rail or cruise components and cannot be waived. Nexus Holidays does not arrange pairing of solo travellers.

Testimonials

If you have been on a Nexus Holidays tour and have any comments, suggestions, compliments or constructive criticism, we would love to hear your valuable feedback which can be made through the Contact Us section of our website.

Tipping

Tipping is a firm and expected element in the tourism industry today. Tipping is prepaid in U.S. prior to your departure date. The amount payable for each tour is shown in the tour price and Nexus Holidays will advise the exact amount required per person at the time of booking. Tipping amounts are based on the tour itinerary and length and are subject to change.

Transfers

Included group shared transfers are at designated times and destinations. No refunds are provided for unused transfers. The type of vehicle used is dependent upon the group size. Transfers outside the set group arrangements or dates are at additional cost to the customer.

Travel Documents

A passport with a minimum of six months validity from the date of return is required for customers travelling to all countries in our programme. It is recommended that travellers have at least three blank pages in their passport. Non-American passport holders will incur additional fees. Visa costs are not included in tour packages unless otherwise explicitly stated. If passports are not physically received by Nexus Holidays 30 days prior to departure, at the specified time the customer may be required to pay an urgent visa processing fee. Unless otherwise request-ed your passport will be returned with final documentation approximately two weeks prior to your departure date. Responsibility for documentation accuracy, passport validity and dispatch of documents rests with the customer. Nexus Holidays accepts no responsibility for any failure in this respect. Nexus Holidays does not issue foreign visas. We only submit passports and application forms for visas to be issued by the relevant authorities. Nexus Holidays 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.

Travel Documentation

Please be advised that as Nexus Holidays packages are group tours, group bookings are finalised as a whole including final name lists for group air tickets, hotel reservations, coach assignments etc, close to the departure date before individual final documentation packs can be sent out. Documentation are issued on a group by group and sequential basis, with earlier departure dates taking priority.

The standard turnaround time for sending out final documentation varies between destinations and are as follows, barring any unforeseen delays:

- China tours – within 3 weeks of departure
- Asia & Europe tours (e.g. Japan, South Korea, Taiwan, Vietnam) – within 2 weeks of departure
- US & Canada – within 3 weeks of departure
- Ocean Cruises – within 2 weeks of departure

During peak periods, we may encounter a higher than usual volume of bookings which will affect standard turnaround times. The standard turnaround times may also be affected by tours with early departures, and combination tour packages involving multi city or cross country extensions, and/or cruise components. Nexus Holidays endeavours to send out documentation as soon as possible all at once when the information becomes fully available and confirmed.

Travel Insurance

During your holiday, certain risks and dangers may arise beyond the control of Nexus Holidays, including not limited to:

the hazards of travelling in undeveloped areas; travel by boat, cruise, train, aircraft, bus, or other means of transportation; forces of nature; political unrest; terrorism; robbery and other acts of lawlessness; and accident or illness in remote regions lacking means of rapid evacuation or medical facilities. Nexus Holidays will not be liable for the provision of medical care or the adequacy of any that care that is rendered.

Nexus Holidays strongly recommends the purchase of comprehensive insurance at the time of booking to ensure immediate protection of your deposit. Please contact us for a quotation if you are an American resident. Nexus Holidays are not authorised to sell insurance to non-American residents. It is the customer's responsibility to ensure they are adequately covered by insurance for the duration of their travel arrangements. Nexus Holidays cannot be made liable for any costs incurred by the customer on any tour if not adequately insured.

Travel insurance policy details must be provided no later than 30 days before departure to avoid delays in the dispatch of final documentation.

Travel With Minors

Children under 12 years of age are not recommended on tours and cruises. Children under 18 years of age must be accompanied by an adult and share their accommodation with an adult. Child discounts are generally not applicable for our packages, however, may apply to infants under 2 years of age not requiring a seat, bed and breakfast. Requests for interconnecting rooms cannot be guaranteed.

Triple Share

Triple share may not be available on all of our land and cruise packages. A single supplement is payable where triple share is not available.

Visa Requirements

The following summary of visa requirements for American passport holders is a guide only and subject to change. Nexus Holidays are only able to arrange visas on behalf of applicants that are present in U.S. at the time of application. All customers are responsible to check visa detailed requirements with their local embassy or consulate.

1. China Visa (3 months validity)

If you are lodging the visa application yourself, Nexus Holidays will email you an application form and detailed instructions approximately 6 weeks before departure. Please notify us to request provision of preliminary documentation (for visa application purposes only).

If Nexus Holidays is lodging the visa application on your behalf, please patiently await detailed instructions to be emailed to you approximately 6 weeks before departure. The standard processing time is 1 week, which allows ample time for completion. Note that we require the passport to be delivered to our office.

2. Vietnam Visa

Visa is required to enter Vietnam. An application form will be emailed to you approximately 6 weeks before departure. If lodged by Nexus Holidays, we require the passport to be delivered to our office.

3. ESTA for travel to USA (valid for 2 years multiple entry, if passport validity permits)

Please wait until you receive your final documentation before submitting an ESTA electronic visa waiver application to ensure that the information you provide is complete and accurate. A small fee is payable online by credit card and the application process should take no longer than 30 minutes.

4. eTA for travel to Canada (valid for 5 years multiple entry, if passport validity permits)

Effective 15 March 2016, you must apply for an electronic Travel Authorisation (eTA) to visit or transit Canada by Air. The application should only take a few minutes online with a small fee payable by credit card.