

## SILK HOLIDAYS

### GENERAL BOOKING TERMS & CONDITIONS

**RESERVATIONS** – You should make reservations through your travel agent as early as possible. Silk Holidays reserves the right to accept late reservations, subject to availability. For late reservations you are responsible for additional charges, including charges for individual processing, for the delivery of documents by express mail/courier and any additional charges for any late payments that we may have to make to our suppliers.

**DEPOSIT** – Silk Holidays requires a non-refundable deposit for each person in order for us to confirm your reservation. The amount of the deposit is indicated in the tour brochure or reservation confirmation. As soon as we receive your deposit we will issue to your travel agent a trip confirmation, along with further details of the tour program, if any.

**BALANCE PAYMENT** – Silk Holidays must receive full payment for your tour no later than the payment schedule set out in the brochure or reservation confirmation. In the event that no payment schedule are set out in the brochure or reservation confirmation, then full payment must be received by us 60 days (90 days for cruise) prior to departure. If you fail to make timely payments we may cancel your reservation and we will forfeit your deposit. If you make your reservation within the payment schedule for balance of payment we require full payment. Upon receipt of full payment, we will mail to your travel agent a tour voucher with tickets, identification badge & itinerary. When you receive your documents, please make sure that everything is clear to you. If you have questions, please consult your travel agent in good time.

**TOUR PRICE INCLUDES** – Air transport and land price. Land portion may not be purchased separately but only in conjunction with designated air transport. All prices are quoted in Canadian dollars unless otherwise stated. Hotel rates are subject to surcharge during certain holiday or other special periods. Please consult your travel agent to confirm hotel rates.

**TOUR PRICE DOES NOT INCLUDE** – Airport landing or departure taxes, airport construction or improvement fees or other travel taxes, city development fees, travel or baggage insurance, passport fees, visa fees, excess baggage, meals not specified in the itinerary and all items of a personal nature such as laundry, liquor, soft drinks, telephone calls, optional tours and gratuities for guides, restaurant employees, drivers and chamber maids.

### PRICE PROTECTION POLICY

All tours and fares quoted are subject to change without prior notice. Price is protected only full payment is settled.

**AIR TRANSPORTATION** – Air transportation quoted in this brochure is based on roundtrip economy excursion fares. All fares are in accordance with IATA requirements and regulations and the regulations of the airline. Certain stopover restrictions may apply. Airline tickets may have limited validity periods or expiry dates or conditions respecting cancellation which are noted on the tickets. All airfare quoted are based on tariffs and regulations in effect as of the date of the printing of the brochure and are subject to change without notice.

**LAND PRICE** – Quoted in the brochure are based on tariffs, costs and foreign exchange rates in effect as of the date of the printing of the brochure and are subject to change without notice. Land prices include hotel accommodation based on twin bedded rooms; sit-in-coach sightseeing with English speaking local guides; transfers; baggage handling; meals & ground transportation as indicated in the itinerary.

**EXTRA NIGHTS** – Extra nights may not be available at rates quoted in the brochure. Please ask your travel agent for the cost of extra nights.

### YOUR RESPONSIBILITIES

**TRAVEL DOCUMENTS** – You must have a valid passport. Your passport must remain valid for at least 6 months after the scheduled return of the tour. Procession of valid travel documents is your own responsibility.

**VISAS AND HEALTH** You must ensure that you comply with all entry or visitor visa and health and vaccination requirements of the countries you intend to visit. Meeting the local health requirements is your own responsibility.

**INSURANCE** – We recommend that you purchase comprehensive travel insurance immediately upon booking. You can obtain details through your travel agent.

**MEDICATION** Please be aware that in many countries medical attention for emergency situations and prescription drugs may not be readily or easily accessible as in your home country. You should carry minor medication and prescription drugs with you.

**CANCELLATION POLICY** - If you cancel your tour for any reason, including medical or family reasons the cancellation fees set out in the brochure or in your tour confirmation will apply. In the event that no cancellation fees are set out in the brochure or your tour confirmation, the following fees apply:

When Notice Received by us:	Cancellation Fee:
45 days or more before scheduled departure date	Entire deposit
44-22 days before scheduled departure date	50% of tour price
21 days and under before scheduled departure date	100% of tour price
After travel document has been issued	100% of tour price

The above terms do not apply to bookings for cruise. Cruise has different terms which vary from one departure to the other. You are requested to check with your travel agent for the details at the time of payment.

All cancellation must be received by Silk Holidays in writing.

You are subject to cancellation fees whether or not we are able to resell your space. Tour contracts are non-transferable. Name changes and departure date changes are considered reservation cancellations and are subject to cancellation fees.

If you cancel your tour for any reason refunds, less cancellation fees are only available from Silk Holidays. We must receive your refund claim within 7 days of your cancellation for you to receive your refund if there is any.

Unused portions of any tour, including hotel accommodation, sightseeing tours, extra hotel nights, airfare or other items included in the tour are fully NON-REFUNDABLE after your departure whatever the reason is that you cannot continue with your tour.

All refunds are subject to the consent of the service provider.

**TOUR CANCELLATION** – We reserve the right to cancel any tour and to decline to accept any person as a participant in a tour at any time.

**CHANGES OF HOTELS AND TOUR PROGRAMS** – Situations may arise which in our opinion, make it necessary for us to cancel, advance or postpone a scheduled departure, change itineraries or make substitutions involving hotels, restaurants or modes of transportation. In that event, we do not assume responsibility or liability for any resulting losses, expenses or inconvenience. Silk Holidays reserves the right to substitute hotels listed in the brochure for other equivalent hotels. You may incur additional costs as a result of any such changes.

Space at the selected hotels is limited, as a specific number of rooms are allocated by each hotel for this program, thus confirmation of your reservation at the tour prices quoted is subject to availability.

Silk Holidays also reserves the right to make any alteration in the itineraries as it may find desirable for your convenience and the proper carrying out of its services. You are bound by any changes we make and are responsible for additional expenses, if any.

**CHANGE OF ITINERARY** – Once you start your travel you may not make any change to your printed itinerary. Silk Holidays may make changes as necessary in accordance with the provisions herein.

**YOUR REVISIONS** – Silk Holidays does not charge extra fees if you make changes of itineraries from those published in the brochure at the time of booking. However, such changes may result in increased tour costs. Please make all changes of itineraries at time of booking. If you make a change to your itinerary after we receive your deposit or within 30 days of departure and we have not issued your tickets and vouchers you must pay us an amendment fee of CAD\$50 per person for each change. Absolutely no change can be made once your tickets and vouchers are issued or after you have started travelling.

**CHINA TRAVEL** – Travel arrangements in China are at the final discretion of the Chinese authorities concerned, Silk Holidays has no control over this portion of your tour and cannot be held responsible for changes. Itineraries shown on each page of the brochure select the likely day-to-day movements. However the sequence in which cities are visited, the duration of time spent in each city, sights to be seen and the modes of transport used are subject to modification due to land conditions. Sightseeing programs will be announced upon arrival in each city. On entry and departure to and from China, Silk Holidays reserves the right if necessary to utilize train/hovercraft service between Hong Kong and Guangzhou, connecting by plane with first or last city on your China itinerary.

**CHILDREN/INFANTS** – Fares for children under the age of 12 are based on sharing parents' room and not half a twin room. Infants under 2 travelling with a parent or guardian and not occupying a bed and/or seat pay 15% of adult fare. Extra bed cost to be advised.

**GUIDES** – Silk Holidays has arranged for local guides in each of our destination cities. However, assignment of particular guides is at the discretion of the local handling agent. We cannot be responsible for the adequacy of local guides.

**MEALS** – Meals provided in the tour are indicated as (B) for breakfast, (L) for lunch, (D) for dinner. Meals not listed are at your expenses.

**TOUR PARTICIPATION** – Silk Holidays has the right to expel a participant from a tour if that participant's conduct is incompatible with a congenial tour group. If we deny your continued participation in a tour you will not be entitled to a refund for the unfinished portion of the tour.

**NO SMOKING POLICY** – Many airlines, motorcoaches and other conveyances do not permit smoking. Smoking may not be permitted in certain hotel rooms. Your observance of these regulations is a condition of your tour participation.

**DISRUPTIVE BEHAVIOUR** – Participants are warned that airlines have a no tolerance policy with respect to abusive or disruptive behaviour on board airplanes. If you are denied participation or further participation on a flight due to your behaviour we have no responsibility to provide the balance of your tour.

**BAGGAGE HANDLING** – We assume no responsibility for lost, stolen or damaged baggage. On Trans-Pacific economy flights, you are allowed a baggage allowance of up to two suitcases with combined overall dimensions not exceeding 107 inches and no single piece exceeding 62 inches and 23kg per piece. **However between Asian destinations the baggage allowance is based on weight of 20kg. per person.** The cost of handling one piece of luggage per tour participant is included in the tour price. Surcharges due to overweight, oversized or extra bags are your responsibility.

**LIMITATION OF LIABILITY** – Silk Holidays acts only as an agent and/or intermediary for independent suppliers. As a result it retains other contractors to provide transportation, accommodation, sightseeing and other related travel services. All tickets and coupons issued by them and all arrangements for transport or for hotel accommodations, are made by them as agents upon the express conditions that they shall not be liable for any injury, damage, loss, accidents, delay or irregularity which may be occasioned either by reason of any defect in any mode of transport, or through the negligence of any firm or person engaged in conveying participants or in carrying out the arrangements of the tours or otherwise in connection therewith, or of any hotel proprietor or servant, or for any failure in the part of a hotel to provide any of the facilities normally available. Silk Holidays accepts no responsibility for any such losses or any additional expenses or any distress or frustration due to delays or changes in trains, steamers, flights or other travel services; sickness; weather; earthquakes, tornados, strikes; war; quarantine or any other causes. Airlines and other carriers are not responsible for any act, omission or event during the time passengers are not on board their planes or conveyances. The passenger's contract in use by the airline concerned, when issued shall constitute the sole contract between the carrier and the tour participants. You must file all claims in writing within 21 days after the completion of the tour. Your failure to provide us with notice in writing will preclude your right to pursue a claim against us. None of the transportation companies herein mentioned shall have or incur any responsibility or liability to any traveller aside from their liability as common carriers. Silk Holidays shall not be responsible for any delays, substitutions of equipment, or any act of omission whatsoever by the carrier, its agents, servants and employees and the tour participants hereby waives any claim arising therefrom. All services are subject to the law of the country in which the services are provided.

**DESCRIPTION OF SERVICES** – Silk Holidays makes every attempt to describe the travel services in the brochure as accurately as possible. However the occasional error or change in circumstances will occur. If we are advised of any significant change, we will do our best to inform you in advance. You should be aware that each country has particular features which may or may not appeal to you including weather, food and customs. Each country has different living condition including utilities services and accommodation. On your selection of a particular travel service in the brochure, we assume that you have made all reasonable inquiries.

**SPECIAL TERM** – There may have special terms related to different tour program. We request you pay special attention to all the terms in the program you selected.

**TOUR INFORMATION** – Silk Holidays is not responsible for any information given by anyone to the tour participant other than by Silk Holidays in writing or contained in a valid publication of Silk Holidays.

**VARIATION OF TERMS & CONDITIONS** – No person other than Silk Holidays by a document in writing, is authorized to vary, add or waive any term or condition herein.

**ACCEPTANCE OF TERMS** – The payment of your deposit or any partial or full payment for a tour constitutes confirmation of your understanding and your consent to these terms and conditions and your acceptance of the limitations on liability in this brochure.

**APPLICABLE LAW AND VENUE** – Your utilization of Silk Holidays' services constitute your agreement that the exclusive venue of any claim or action against us of whatever nature under this contract is British Columbia, Canada, which shall also be the applicable law.

**TRADEMARK** – Silk Holidays is a trade mark of and tours are arranged by Silk Holidays Destination Network Inc. Visit our website at [www.silkholidays.com](http://www.silkholidays.com)

Travel agent reservations:

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Email: [spiritofasia@silkholidays.com](mailto:spiritofasia@silkholidays.com) 31 March 2011