

# Booking Conditions

These are the terms and conditions, which apply to your vacation. Payment indicates that you are bound by, and acknowledge that you have read, understood and will comply with all booking requirements and conditions.

It is agreed by and between the passenger(s) and Wendy Wu Tours that all disputes and matters whatever arising under, in connection with or incident to this agreement shall be litigated, if at all, in and before a court located in the State of New York, USA to the exclusion of courts of any other city, state or country.

## PAYMENT

Once you have asked us to confirm your booking, the total price of the arrangements you have booked is due and payable as follows:

- If you book more than 65 days before your scheduled departure date, a non-refundable deposit of \$300 per person is payable at the time of booking, and the full remaining balance payable 65 days before your scheduled departure date.
- If you book 65 days or fewer before your scheduled departure date, the full price is payable when you book.

In addition, full payment is required at the time of booking for any instant purchase air ticket or insurance cover purchased from Wendy Wu Tours.

## PRICES

All prices shown in this brochure are in USD, and are per person. We reserve the right to change prices quoted in this brochure for any reason at any time before you confirm your booking. Once a booking has been confirmed we reserve the right to change prices in line with any changes in fuel surcharges and currency fluctuation or any fees chargeable for the services included in the cost of your vacation. Should it be necessary to impose any surcharges, we will notify you of the relevant adjustments by issuing a new invoice.

## GUARANTEED DEPARTURES

All group departures of A China Experience, Glories of China, Majestic Yangtze and Wonders of China are guaranteed to depart subject to a minimum of 2 passengers traveling except when the departure is canceled due to "force majeure". This may include but not be limited to flight cancellations due to mechanical problems, sickness, weather, strikes, war, quarantine, civil strife, riots, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, flood, drought, government action, airport and port regulations and closures, technical transportation problems, maintenance to vessels, scheduling of transport and similar events outside our control. Wendy Wu Tours reserves the right to withdraw departures at any time and for any reason before 2 passengers have booked.

## MEALS

Meals on our group tours start with lunch on the normal day of arrival and finish with lunch on the normal day of departure. Any additional meals will be at your own expense and no refund will be made for any meals missed. Please note that on our adventure tours, meals in remote areas may be basic or repetitive. We will endeavor to fulfil special dietary requirements notified at the time of booking; however as Wendy Wu Tours does not own or operate the restaurants used, this cannot be guaranteed and Wendy Wu Tours does not accept any liability for consequences arising from special dietary requirements not having been met. Passengers with special dietary requirements will be required to complete a waiver form to this effect.

## TIPPING

Tipping is an expected element in the tourism industry today and the countries we visit are no exception. On group tours, in order to relieve customers of the expectation to tip individual guides and service providers in each destination we state an amount to be given to the National Escort on arrival to cover the duration of the tour. You will be advised of the amount payable in your final documentation prior to departure.

The Wendy Wu Tours tipping protocol is a compulsory local payment. On multi-country tours this amount will be paid in stages on arrival in each country. For tours with fewer than 10 passengers, tipping will be slightly higher than stated on the Group Tour pages. If your tour features a Yangtze River Cruise, then please note that tipping is not included for this element and your Guide will suggest suitable appropriate amounts for the crew, side trips and shore excursions. Tipping is not

included on any of our Private Tours, Short Stays or Extensions, but we will suggest appropriate amounts. Tipping amounts are in USD and subject to change.

## TRAVEL DOCUMENTS & VISAS

A Passport with a minimum of six months validity from the intended date of travel is required for travel for all countries in our program. Visa fees, where required, are included for US residents in all fully inclusive group packages. Failure to forward passports to Wendy Wu Tours by a specified date may incur fees to cover "rush" Visa processing. In addition, a request for expedited visa service will incur an additional charge. Unless otherwise requested, your passport will be returned approximately 4 weeks after receipt by us. It is the passenger's responsibility to ensure documentation accuracy, passport validity and that all documents are sent to Wendy Wu Tours eight weeks prior to departure.

Wendy Wu Tours accepts no responsibility for a passenger's delay in forwarding documents. In this regard, it is the responsibility of each passenger to ensure that they meet the necessary visa application guidelines of the country you are visiting and your responsibility to ensure the visa we issue you is correct. While we include the cost of the standard visa application service in your tour price (for US residents), we will pass on any additional charges incurred. Should your visa application be refused for any reason, you will be liable for the full loss of the booking deposit.

Wendy Wu Tours accepts no responsibility for passports or other documents lost or damaged while in the hands of third parties. This includes but is not limited to embassies, consulates, courier services and postal services.

## IF YOU WISH TO MAKE CHANGES AFTER BOOKING

If, after receiving our confirmation, you wish to change your travel arrangements in any way, such as change of departure date or accommodations, we will do our best to make the changes, but it may not be possible.

In addition to the cost of your revised arrangements, the following change fees will apply:

- Amendments to the tour booked made 30 days or more before departure – \$50
- Amendments to the tour booked made fewer than 30 days before departure – \$100
- Transfers between tours or changes to departure date made 65 days or more before departure – \$100
- Reissue of airline tickets – \$100 plus any non-refundable costs of the canceled ticket and any additional costs of the new ticket

Transferring between tours or changing departure date fewer than 65 days before departure is not permitted and cancellation charges will apply.

Once a booking is confirmed, no name changes are permitted under any circumstance.

It is important to note that certain arrangements, such as instant purchase airline tickets, cannot be changed after a booking has been made. Any change will incur a 100% cancellation charge.

Any change by you to your confirmed arrangements after departure is in all cases subject to availability and any extra costs must be paid by you.

## IF YOU CANCEL

If you wish to cancel a confirmed booking, you must do so by writing to our office. Cancellation charges are based on the date of receipt of your written confirmation.

Cancellation charges as a percentage of the total vacation cost are:

| 65 or more days    | Retention of deposit   |
|--------------------|------------------------|
| 64 – 42 days       | 30% including deposit  |
| 41 – 30 days       | 60% including deposit  |
| 29 – 14 days       | 90% including deposit  |
| Fewer than 14 days | 100% including deposit |

In addition, air tickets and insurance cover are 100% non-refundable once issued.

If you have to cancel for a reason that is covered by your insurance, it is your responsibility to contact the travel insurer. Wendy Wu Tours holds no responsibility for any travel insurance claims, either paid or denied.

## IF WE MAKE CHANGES

As this brochure is published before the start of the arrangements shown, we reserve the right to change any of the details and correct any errors at any time. If any such changes are made before you have made your booking we will advise you before we confirm your booking. The right is also reserved to change airline, aircraft types and vessels scheduled for any specific departure. Even after we have confirmed your booking we may have to make alterations to confirmed arrangements and we reserve the right to alter the order of touring and modify itineraries at any time to ensure the smooth running of your tour. Most alterations will be minor and of little effect on your overall arrangements and while we will do our best to notify you of any such minor change before your departure (or as soon as possible if you have already departed), we will have no other liability to you.

## RESPONSIBILITY

Wendy Wu Tours is not responsible for personal injury, property damage or other loss a passenger incurs on any tour arising from acts or omissions by any air carrier, public transport company, hotel, car rental company, subcontractor or other person or organization, whether or not such company is rendering any services supplied on the tour. All tickets and vouchers are issued and supplied subject to the foregoing and to all terms and conditions under which transportation and services are provided. Wendy Wu Tours accepts no responsibility for any circumstance amounting to "force majeure" including losses or expenses due to delay or changes in schedules, flight cancellations due to mechanical problems, sickness, weather, strikes, war, quarantine, civil strife, riots, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, flood, drought, government action, airport and port regulations and closures, technical transportation problems, maintenance to vessels, scheduling of transport and similar events outside our control. Passengers must bear all such losses or expenses. Wendy Wu Tours reserves the right to decline, to accept or to return any person as a member of any tour or to cancel or alter the tour. Airline tariffs limit liability for passenger baggage. If you, or your agent, have made independent travel arrangements, you accept responsibility for joining our tour or arrangements independently and on time. We are not able to refund monies paid to us, or any third party acting on our or your behalf, or make compensation or other payments where, for whatever reason, you fail to join our tour or any arrangements made by us. When you book arrangements with us, you accept responsibility for the proper conduct of yourself and your party. If your actions or omissions cause damage to any property in the provision of the contracted arrangements, or cause delay or diversion to any flight or other means of transportation, you agree to pay any charges incurred.

## MISPRINTS/ERRORS

In the event of misprints or errors, Wendy Wu Tours has the right to re-quote or offer a full refund of any monies paid without further liability.

## COMPLAINT PROCEDURE

If you have a problem during your vacation concerning any service provided as part of the arrangements we have confirmed, you must inform our National Escort or local representative (or, if none available, our local agent, hotel manager or our 24 hour emergency contact number) immediately to enable them to try to resolve the matter. If this cannot be achieved it is essential that you notify our office in writing, quoting the booking reference number, at the earliest opportunity and no later than 28 days after your return to enable any complaint to be investigated.

## TRAVEL PROTECTION PLAN

Wendy Wu Tours is pleased to offer a low cost Travel Protection Plan. We recommend insurance coverage, and we automatically add the cost to your invoice. If you decide not to purchase coverage, you must decline and deduct the premium from your payment. Travel insurance must be paid with deposit and is non-refundable. Wendy Wu Tours holds no responsibility for any travel insurance claims, either paid or denied.

## BROCHURE VALIDITY

This brochure was printed in September 2011 and the details and prices contained in it are valid for departures from January 2012 – December 2012 but may be superseded by subsequent brochures.