

TERMS & CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY INCORPORATE THE BASIS UPON WHICH BOOKINGS ARE ACCEPTED AND CONSTITUTE AN AGREEMENT BETWEEN YOU AND WINE TOURS AUSTRALIA & NEW ZEALAND [in conjunction with Springboard Vacations, Ca. Seller of Travel 2059428-40, which takes all payments, issues airline tickets and provides insurance for WTANZ clients.]

DEPOSITS

A \$500 per person non-refundable deposit will be required to confirm land arrangements. In certain circumstances an additional deposit may be required by hotels, agents and/or operators. You will be notified at time of confirmation if additional deposits are required.

CUSTOMIZED VACATION ARRANGEMENTS

In certain circumstances a planning fee of US\$250 per person will be required after initial consultation and after presentation of a customized itinerary. The Planning Fee is non-refundable and will be deducted from the final balance.

FINAL PAYMENT

All deposits and planning fees paid will be deducted from the final balance. The final payment is due no later than 60 days prior to departure. For all bookings made within 60 days of departure, full payment is required on confirmation. Payment of any money constitutes acceptance of all Terms and Conditions.

FORM OF PAYMENT

We accept checks, Visa, MasterCard, American Express & Discover for land or air arrangements.

PRICING

Prices are in U.S. dollars unless otherwise stated. Prices are based on Australian, New Zealand, South Pacific tariffs and are contracted in advance and subject to currency fluctuations, changes in local taxes and increases by suppliers. WTANZ reserves the right to amend prices should such changes occur. There will be no reimbursement or refund for price differences due to local specials and local or domestic discounts. Acceptance of this arrangement is a condition of booking.

TRAVEL INSURANCE

BUY SOME! We can't stress this one enough. We strongly recommend that you take out comprehensive travel insurance. You can purchase travel insurance to provide coverage for loss of deposit, cancellation fees, medical expenses, lost or delayed baggage and other travel-related losses. Please ask for details.

AMENDMENT FEES

After confirmation has been received amendments can be made to your itinerary. We require an amendment fee of US\$100 per change to an itinerary. Amendments made after documents have been issued may incur an additional US\$100 fee.

UNUSED SERVICES

Any changes you make to any part of your vacation after you have departed will be completely at your own expense. There is no refund for services provided or arrangements reserved and booked but not utilized by you.

AIRFARES

Airfares are subject to change without notice and are only guaranteed on the date that full payment is received. Changes in airline flight schedules are beyond Springboard Vacations' control. Any increased costs or amendments to an itinerary due to changes in flight schedules are the responsibility of the passenger. Most airfares are subject to cancellation penalties, change fees and other rules and regulations determined by each airline.

CANCELLATION FEES

Cancellation fees are determined by the date WTANZ is notified, in writing, of your cancellation. No-shows will incur a fee equal to 100% of total tour cost. There will be no refund of any land services cancelled within 24 hours of departure. Some hotels, lodges, cruises and tour operators assess their own penalties for cancellations within 60 days and may be up to 100% of the total value. Travel insurance is strongly recommended.

REFUNDS

Travel arrangements cancelled, amended or altered after your departure do not qualify for any refund whatsoever whether part of a package tour or individual components, nor can components be substituted for alternative arrangements. No refund will be made for missed or unused services, hotels, meals, transfers or tours. A refund request must be made in writing within 30 days of travel. Refunds will incur a Processing Fee of \$35 and may be subject to fees assessed by suppliers, vendors or credit card issuers. All payments for transportation or travel service not provided to the passenger shall be promptly refunded, in accordance with the agree-to terms and conditions.

RESPONSIBILITIES

WTANZ acts as an agent for services provided by operators and cannot be held liable for any alterations, acts or omissions on the part of those providing services or any other services incidental thereto. WTANZ and Springboard Vacations are not liable for (a) any personal injury, death, loss or property damage that may occur due to any wrongful, negligent or arbitrary act or omissions on the part of a supplier, its employees or person rendering services; (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment under the control of independent suppliers; (c) any delays in departure or interruption of arrangements caused by weather conditions, technical difficulties of any aircraft, vessel, automotive vehicle, strikes, war, quarantine, terrorist activity, civil commotion, criminal activity, force majeure or act of God. Baggage and personal effects are the passenger's own risk. It is the responsibility of the passenger to effect insurance. WTANZ and Springboard Vacations and the operators involved in this program, shall be exempt from all liability in respect of any detention, delay, loss, damage, sickness or injury however and whomsoever caused and of whatever kind occurring by any conveyance or property used or utilized by the operator. The passage contract in use by the operators concerned constitutes the sole contract between the operators and the purchasers of travel arrangements. You or your travel agent will forward deposits and other payments to us on your behalf but is not our agent for the purpose of receiving money. Receipt of money by the travel agent does not constitute receipt by Springboard Vacations. There is no liability on our part in respect of any money until payments are "received" by us. "Received" means authorization from a Credit Card company or where checks are supplied, checks presented and cleared through our Trust Account by our bank. Springboard Vacations reserves the right to correct any error or omissions of information prior to final payment being received by us.

CALIFORNIA CONSUMERS

California law requires certain sellers of travel to have a trust account or bond. This business has a trust account. This business is a participant in the Travel Consumer Restitution Corporation (TCRC). You, the passenger, may request reimbursement from TCRC if you are owed a refund of more than \$50 for transportation or travel services which was not refunded in a timely manner by a seller of travel who was registered and participating in the TCRC at the time of sale. The maximum amount which may be paid by the TCRC to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRC within six months after the scheduled completion date of the travel. A claim must include sufficient information and documentation to prove your claim and a \$35 processing fee. You must agree to waive your right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a claim with the TCRC, if you were located in California at the time of the sale. You may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or by faxing a request to: (415) 927-7698. CST 2059428-40

All payments for transportation or travel service not provided to the passenger shall be promptly refunded, in accordance with the agree-to terms and conditions, unless the passenger otherwise instructs Springboard Vacations in writing.

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