

Terms & Conditions

Your contract with Laurus Travel Inc. (hereafter referred to as we, us, our, Laurus, the company) is subject to the following terms and conditions.

1. RESERVATION & DEPOSIT

If you book more than 70 days before scheduled departure date, a non-refundable deposit of \$400 per person is payable upon confirmation of your space. If you book within 70 days of departure date, you must pay the full amount immediately upon confirmation of your reservation. Your deposit shall be accompanied by a photocopy of your passport and the completed reservation form, which can be mailed in or submitted online. Our accepted forms of payment for deposit are cash, cheque, money order, bank draft and wire transfer; credit card is also accepted subject to a small surcharge.

2. FINAL PAYMENT

Final payment is due 70 days prior to departure date. Failure to comply with this requirement will result in automatic cancellation of reservation and forfeiture of deposit. In the event that reservation is made within 70 days of departure, full payment must be made immediately upon confirmation of your space. For final payment we accept cash, cheque, money order, bank draft and wire transfer; Visa and MasterCard credit cards are also accepted subject to a surcharge.

3. CURRENCY & PRICES

All prices shown in our literature and on our website, unless noted otherwise, are in the currency of the country where the tour originates. Land Only prices are in U.S. dollars; Canadian dollar price will be confirmed at the time of reservation. All prices are per person based on double occupancy. We reserve the right to change prices for any reason at any time prior to receipt of your deposit. We reserve the right to adjust your price as late as 30 days past your final payment due date if the price has been quoted in error. We reserve the right to change your confirmed price after your deposit or final payment has been made in the event that the US or Canadian dollar, whichever applicable, has depreciated by 5% or more against the Chinese currency from the date of your payment. If the airlines or cruise operators increase or impose new taxes, levies or fuel surcharges after your payment has been paid, we will pass on such charges to you by way of a new invoice.

The tour price includes:

- ~Hotel accommodations as specified
- ~Local air and ground transportation per itinerary
- ~Airport transfer on arrival if the arrival date corresponds with tour schedule
- ~Guided sightseeing and entrance fees per itinerary
- ~Cultural shows as listed
- ~Daily meals as specified
- ~English-speaking guides throughout tour
- ~Baggage handling
- ~Service of a tour leader for groups with 10 or more participants

The tour price excludes:

- ~International airfare
- ~Local air taxes and surcharges
- ~Passport and visa charges
- ~Airport transfer on exit
- ~Travel insurance
- ~Gratuities to guides and any other service providers
- ~Any item or service not specifically listed in the itinerary as included

4. TIPPING

Tipping is an expected element on our tours. To relieve the clients of the hassle to tip multi-parties individually at each destination we collect a lump sum from each client at the beginning of the tour to cover the entire duration of the tour. The amount is \$10 per day per client. The amount to be collected by the national guide/trip leader is for everyone to be tipped including the national guide/trip leader. You are encouraged to tip the national guide/trip leader extra at the end of the tour if you feel the service has exceeded expectations.

5. TRAVEL DOCUMENTS

It is your responsibility to obtain passport and travel visa. Before applying for Chinese visa, you must ensure that your passport has at least one blank visa page and a minimum of six months validity from the intended date of travel. You must secure travel visa before entering China. You are required to submit to us a photocopy of your passport at the time of tour booking. We also require a photocopy of your travel visa before the trip unless the visa has been obtained through us. To obtain your travel visa through us, you must make the request on your tour reservation form and forward to us your application within our required time frame. We accept no responsibility for your delay in forwarding the application. Your application must include your passport, completed visa application form, and a 2x2 inch color photograph. It is your responsibility to ensure that you meet the visa application requirements set by the Chinese government and that you verify the visa for accuracy upon its receipt.

6. AIRFARES

Airfares included in the tour prices are discounted economy class. The carriers are chosen at the sole discretion of Laurus in order to keep our tour prices affordable. We do not accept requests for specific carriers and seat types such as bulkhead or exit row. With discounted group fares you may not qualify for frequent flyer reward points. International airfares arranged by us generally are not eligible for upgrade. If you request a specific carrier and upgradeable fare class, you will be charged extra. Clients asking for business or first class seats on intra-China flights will be charged the fare difference plus a \$50 service fee per flight if such seats are available.

7. HOTEL ROOM & UPGRADE

We book hotels with the assumption that our customers are all non-smokers. When a hotel is unable to accommodate our request for non-smoking rooms, we make sure the hotel does its best to minimize the odour of cigarette smoke. Rooms for tour groups are assigned by a run-of-the-house system. Consequently we do not accept requests for a specific floor or room type. Rooms booked under discounted group rates do

not qualify for reward points or free upgrades even if you enjoy elite status with the hotels. Since the rooms are booked at group rates, the hotels are not in a position to upgrade you or treat you better than other guests on our list. Any effort to contact the hotels before arrival with the hope to upgrade will be a waste of time. Clients asking for upgrade must do so before the trip and will be charged an administration fee of \$35 per hotel in addition to the rate differential.

8. FOOD & BEVERAGE

Your daily breakfast is Western style buffet served in the hotel. Tea, coffee, milk, fresh fruit and a variety of juices are included.

Lunch and dinner when included would be local cuisine served in restaurants outside the hotels. Tea, bottled water and soda are included with soda being limited to 2 glasses per client. Beer is served at dinner and each customer is limited to 2 glasses. You may opt for bottled water or soda or beer but can only choose one. Special dinners may include wine, which is limited to one glass per customer. A standard lunch or dinner consists of pork or beef or fish or chicken plus vegetable dishes and rice or noodle. Serving utensils are provided.

Vegetarians and clients allergic to certain food items such as nuts, MSG or sesame oil should disclose this information at the time of reservation and also remind the guides once on the tour. Every effort will be made to satisfy the client's needs, but for legal reason we do not guarantee the dishes served contain absolutely no such ingredients. Clients with special dietary needs due to medical conditions must disclose their needs at the time of reservation and be prepared to pay extra.

9. LAND ONLY CLIENTS

Land Only clients should wait until the tour is guaranteed to arrange their international airfares and travel visa. Failure to comply with the requirement may result in irrecoverable loss, for which Laurus cannot be held responsible. Our return of your payment should constitute the final settlement in the event your tour is cancelled by us.

10. TRAVEL INSURANCE

Having travel insurance is mandatory when you take part in our tour and your plan must protect you against trip cancellation & interruption, and emergency medical treatment and evacuation. We offer competitively priced travel insurance plans and may automatically add the cost to your invoice. Our insurance quote, if offered, expires 15 days after the invoice is delivered to you. You may pay for the insurance with any major credit card. If you decide to purchase insurance elsewhere, you must provide us with the proof of your coverage before the trip. We hold no responsibility for any travel insurance claims, either paid or denied.

11. BAGGAGE ALLOWANCE

During the tour each client is limited to one (1) piece of checked luggage. Violation of this requirement will result in extra charges to cover our handling and/or excess weight. Our handling charge is \$25 per piece per city or port. Charge for excess weight will be decided solely by the airline at the time of check-in. According to the Chinese air carriers, your checked

luggage must weigh no more than 20kg (44 lbs). One carry-on weighing no more than 5kg is allowed. The client must be able to lift and comfortably transport their own luggage short distances as porter service may not be available at all hotels, airports, train stations, cruise and ferry terminals.

Maximum Size of Checked Baggage

Maximum dimensions should not exceed 100x60x40 in centimeters (39.5x23.5x15.75 in inches). Baggage exceeding the weight and/or size limitations should be transported as freight.

Minimum Size and Weight of Checked Baggage

Minimum weight of each checked baggage should not be less than 2kg (4.4 lbs), and the minimum dimension should not be less than 30x10x12 in centimeters or 12x4x8 in inches.

12. CHANGES AFTER BOOKING

Change of departure date after confirmation is not permitted. Transfer of booking to another person may be accepted subject to an administration fee of \$100 and provided that no air ticket under your name has been issued. Requests for any other changes such as hotel accommodations will be subject to the following fee schedule provided we are able to make the change:

- 70 days prior to departure: \$50 per request
- less than 70 days prior to departure: \$100 per request
- Reissue of air ticket at any time: airline cancellation penalty plus fare difference and a \$50 fee

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 the paperwork is completed. 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 extra costs that must be paid by you on the spot and in cash only.

13. CANCELLATION

If you wish to cancel a confirmed booking, you must notify us in writing. The cancellation penalty will be assessed as follows on receipt of your written notice:

- 70 days prior to departure: forfeiture of deposit
- 69-42 days prior to departure: 50% of total payment
- 41-30 days prior to departure: 75% of total payment
- 29 days or less: 100% of total payment

Once issued, air tickets are 100% non-refundable. If you have to cancel for a reason that is covered by your insurance, you should contact the travel insurer. We will do as much as we can to assist you but it is completely up to the insurer whether your claim is payable.

If a tour is cancelled by Laurus, our return of your full payment shall constitute the final settlement. We shall not be held liable for any loss you might have incurred such as airline penalty.

14. CHANGES BY LAURUS TRAVEL

We reserve the right to change any of the tour details and correct any errors at any time. The right is also reserved to

change airlines, aircraft types, hotels and vessels scheduled for any specific departure. Even after we have confirmed your booking we may have to make alterations to your arrangements. 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, we will have no other liability to you.

15. UNUSED SERVICES

Regardless of the reason, unused services during the tour including but not limited to transportation, hotel accommodations, meals and sightseeing are neither refundable nor exchangeable.

16. OUR RESPONSIBILITY

We act only as agent for our suppliers and contractors who provide transportation, accommodations and other related travel services. We assume no responsibility or liability for any injury, death, damage, loss, accident with any services resulting directly or indirectly from acts of God, strikes, government regulations, thefts, cancellations, errors, omissions, failure of any means, discrepancies or changes over which we have no control. We apply all reasonable checks and measures in utmost good faith to ensure that details in the itinerary are carried out exactly as specified. However, changes, including, but not limited to, substitution of hotels or vessels of equal or similar quality and air carriers, may be made out of necessity.

Clients must be aware that there may be different living standards and practices outside of their home country including but not limited to provision of utilities such as water, electricity, accommodation, food preparations and services of all kinds. Under no circumstances shall we be responsible for any inconvenience, loss, damage or injury resulting from these conditions.

The passenger contract issued together with the air ticket by the air carrier shall constitute the sole contract between the airline and the passenger; we shall not be responsible for any delays, substitutions of equipment or any act of omission whatsoever by the carrier, its agent, employees and contractors.

17. YOUR RESPONSIBILITY

You are responsible for providing us with correct, complete and accurate information regarding personal details. Failure to comply with this requirement may result in irrecoverable loss.

If you have made independent travel arrangements, you accept responsibility for joining our tour 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 where, for whatever reason, you miss any part of our tour or fail to use any other travel 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.

You agree to abide by the authority of the national guide/trip leader or our local agents. Conduct or behavior causing danger, distress or annoyance to others may lead to the client's removal from our tour with all expenses to be borne by the client.

18. OUR RIGHTS

We reserve the right to decline, accept or retain any person as a tour member at any time. We reserve the right to alter the itinerary, including substitution of accommodations and modes of transportation. We reserve the right to photograph and film group activities and use the resulting photographs and video clips for promotional purposes without identifying the customers. If you prefer that your image not be used for such purposes, please make a note of that on your reservation form and also remind the national guide/trip leader on arrival.

19. HEALTH & FITNESS REQUIREMENTS

We are unable to accommodate participants with physical or mental disability that requires special attention. Our tours involve frequent and strenuous walking and stair climbing. A client who is deemed unreasonably impeding the progress of the tour due to physical or mental disability will be removed from the tour at the client's expense. Anyone over the age of 74 is required to submit a completed questionnaire for us to assess their ability to travel.

20. MINIMUM AGE & CHILD FARE

Minimum age acceptable for our tours is 8. Children between 8 and 11 may qualify for child discount. Children over 11 will be charged full adult fare.

21. MISPRINTS & ERRORS

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

22. COMPLAINT PROCEDURE & LITIGATION

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 guide/trip leader or local representative (local agent, local guide or hotel manager) immediately to enable them to try to resolve the matter. If this cannot be achieved, you must notify our office in writing no later than 15 days after completion of your tour in order for the complaint to be investigated.

It is agreed between you and Laurus 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 Vancouver, the Province of British Columbia, Canada to the exclusion of courts of any other city, province/state or country.

Your payment to us or through us indicates that you have read, understood, and agree to be bound by, each and all of the above terms and conditions.

E&OE

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