

BOOKING FORM



CHINA DIRECT
Level 33, 25 Canada Square
London E14 5LQ
Tel: 020 7538 2840

PASSENGER DETAILS

Lead passenger's name (and address for correspondence)

Title Full name Date of birth Passport number Expiry date

Address

Telephone numbers
(daytime) _____
(evening) _____

Postcode _____

All other passengers' names

Title	First name	Surname	Date of birth	Passport number	Expiry date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

HOLIDAY

Date of departure: _____

Accommodation (type of room) (tick preference – please note it is not always possible to guarantee particular requests)

Double _____

Twin..... _____

Single.. _____

INSURANCE

We strongly recommend that you take out appropriate insurance to cover accident, medical emergency, loss or cancellation. Competitive rates can be obtained from our preferred supplier Columbus Direct Travel Insurance by phoning 0845 330 8518 and quoting 'China'.

PAYMENT

On behalf of everyone on this booking form, I agree to accept the Booking Conditions and enclose my cheque (made payable to China Direct) for the following:

_____ deposit (s) at £300 per person = £

_____ full payment (if reservation made less than 10 weeks prior to departure) = £

Total = £

Signed _____ Date _____

Payment by credit or debit card (please tick as appropriate)

Visa credit card Mastercard Visa debit/Maestro American Express

(Please note that a card processing fee of 2% will apply to credit and charge cards, no charge for debit cards)

Card no: _____ Card holder's name: _____

Expiry date: _____ Card holder's signature: _____

Issue no (Maestro only): _____ or Start date (Visa debit only) _____

Security code/CVC (last 3 digits on back of card): _____

Where did you hear about China Direct? _____

BOOKING CONDITIONS

Any contract between you and us (China Direct Travel Ltd) is subject to these booking conditions and is governed by the law of England and Wales. When you make a booking you guarantee that you accept, on behalf of all in your party, the terms of these booking conditions.

How to book

To make a booking please telephone us on 020 7538 2840, at which time you will be asked to pay a deposit of £300 per person or full payment if the date of departure is less than 10 weeks away. Cheques should be made payable to 'China Direct'. You should complete and return the booking form, confirming that you and your party understand and accept the terms of these booking conditions. On receipt of your booking form and deposit we will send you a confirmation invoice and ATOL certificate.

The balance of payment must be paid 10 weeks before you travel. Any failure to do this will lead to the cancellation of your holiday and the imposition of charges. Receipts for payments of balances are only issued on request.

Special requests for flight seats, dietary requirements or particular room allocations should be made at the time of booking. Although we will make every effort to ensure these requests are fulfilled, they cannot be guaranteed, and we will not be held liable for any claims for loss as a result. Requests for flight seats are passed on by us to the airline concerned where we can do so, but the confirmation of requests is strictly at the discretion of the airline.

Cancellation

Should you have to cancel your tour, or any component of it, please notify us in writing as soon as possible. The following cancellation charges will apply:

Prior to departure date:

More than 56 days	deposit only
36–56 days	40% of final invoice
15–35 days	60% of final invoice
6–14 days	80% of final invoice
1–5 days	100% of final invoice
date of departure	100% of final invoice

Where holidays involve special discounted non-refundable air tickets or boat deposits, any cancellation charge will include the cost of such tickets if that cost is not recoverable elsewhere. Refunds are not given for services or accommodation paid for but not used, for whatever reason, after the date of departure.
NB If the reason for your

cancellation is covered by your travel insurance policy you may be able to reclaim these charges from it.

Alteration by you

If, after our receipt or confirmation invoice has been issued, you wish to change your travel arrangements in any way, we will try to make these changes, but it may not be possible. You will be asked to pay an administrative charge of £50 per booking plus any further costs involved, such as cancellation charges levied or additional costs involved. These costs are likely to increase the closer to the departure date the changes are made.

Please note that the local agents and guides are under strict instructions not to offer 'additional programmes' beyond what is stated in your itinerary. If you do negotiate any private arrangements we do not accept responsibility for any consequences or complaints.

Alteration by us

Changes may sometimes be necessary to tours. Demand for travel services to and within China is intense and it is not always possible to guarantee particular flights, excursions or the hotels/boats listed. As arrangements are often made well in advance we reserve the right to make any changes to a tour at any time without prior notice. However, because our colleagues in China are there on the ground, they will make the utmost effort to minimise any disruption and ensure that any modifications are of a comparable nature or similar level of accommodation.

Changes such as airline/aircraft type, change of airport, alteration of flight schedules whether in or outside China, change of accommodation (including hotel and boat) to another of the same standard, change of daily itinerary/tour sequence, are considered normal and minor for these tours.

Minor changes also include (but are not limited to) changes to scheduled destinations but not all of them, changes in the scheduled date and hour of arrival or departure, provided that where necessary accommodation during any delay is provided at no extra expense. Although we will try and inform you of any minor changes, we are not obliged to do so, nor are we obliged to offer you the opportunity to change your booking, receive a refund or compensation.

Only in unforeseen and exceptional circumstances outside our control will significant and major changes be made. If these happen before your departure we will try and made suitable alternative

arrangements at no extra cost to you and where appropriate and provided the changes have not been caused by 'force majeure' (see below) we will compensate you according to the following scale:

Prior to departure date when you are notified of major change:

More than 56 days	£10.00
36–56 days	£15.00
15–35 days	£20.00
6–14 days	£30.00
0–5 days	£40.00

If major changes are caused by 'force majeure' no compensation is payable, nor do we accept any liability. In these circumstances we also reserve the right to cancel your holiday. Force majeure includes unusual, unforeseen and unavoidable circumstances which are beyond our control, even through all due care has been exercised.

Examples include war, civil disorder, natural disasters, terrorist activities, weather conditions and the closure or cancellation of international and domestic air, rail, river or road services, or mechanical breakdown of such services beyond our control.

If this happens before your departure, you will be offered a refund of monies paid or an alternative tour. Any refund will be minus any insurance premiums or visa charges, or any nonrecoverable cancellation charges imposed by suppliers for whatever reason.

If these eventualities occur during a tour, we reserve the right to alter the scheduled programme and no compensation will be paid.

In some circumstances we reserve the right to cancel a tour, in which case we will offer the choice of an alternative tour or a full refund. If the number of participants is less than 12, we will use local guides instead of a tour manager plus local guides.

Prices

All prices are shown in sterling. Prices have been set on the basis of an exchange rate of £1 = US\$1.62 as of 11 July 2003. If the price of a holiday increases due to currency fluctuations, taxes or other charges, we will absorb the equivalent of 2% of the basic holiday price. Above that figure surcharges may apply. If the surcharge exceeds 10% of the basic holiday price you are entitled to cancel the holiday and receive a full refund of all monies paid if you do so in writing within 14 days of receiving the surcharge notice. Any increases will be notified to you at least 4 weeks prior to departure. Occasionally our holidays are discounted for short periods for promotional purposes. Discounts cannot be applied retrospectively to reduce the price of a

confirmed booking.

Complaints

If you have a complaint about your accommodation or any aspect of your tour please report it to your local guide or to our colleagues in China. If you fail to do this we will have been deprived of the opportunity to investigate and put things right and this may affect your rights under this contract. If it cannot be resolved, you must put your complaint in writing to us within 28 days of your return. If you make a complaint, we promise to deal with it fairly and promptly within the terms of this contract.

Transport

All transport by aircraft, rail, coach or boat is subject to the conditions of carriage of those operators and those conditions apply. These conditions may limit or exclude the carrier's liability. Flights are subject to air traffic control restrictions, weather conditions and local conditions. There is no guarantee that departures will take place at the times shown in your documentation or tickets. We do not accept any liability for any delay that may arise. Where we are in a position to do so we will give you information before you book concerning the airline on which you will fly, your airport of destination and the type of aircraft used, but if any of these details change subsequently, and you choose to cancel as a result, our normal cancellation charges will apply.

Any arrangements in the event of a delay will be at the sole discretion of the airline or other carrier involved. All itineraries that involve the use of riverboats are subject to alterations according to river conditions at the time, including the level of water in rivers, and the rulings of the statutory bodies that control river traffic.

Liability

We accept responsibility for the acts and /or omissions of our agents and suppliers except where they lead to death or injury. Our liability in all cases shall be limited to a maximum of three times the cost of your travel arrangements. Acceptance of liability for our agents and suppliers is limited to the performance of their duties as described in your itinerary. This does not include any other arrangements you may make with them, nor to any personal injury claims unconnected with arrangements by us.

We accept liability for death, personal injury and illness as a result of an activity forming part of your holiday arrangements unless the cause was your own fault, the actions of someone which could have been expected or avoided, or something which our agents and suppliers or subcontractors could not have anticipated. In these events the

amount of compensation is limited to a maximum of 100,000 yuan (£10,000).

We would remind you that your expectations of your holiday should be reasonable. We do not accept responsibility for disappointments arising from unreasonable expectations. In the event that your luggage is lost or damaged you should claim against your holiday insurance policy. Our liability for lost and damaged luggage is restricted in accordance with relevant international conventions.

If any customer should suffer death, injury or illness arising out of an activity which does not form part of the arrangements provided by us, we shall, at our discretion, offer advice, guidance and assistance to help the customer resolve any claim against a third party. Where legal action is contemplated our written permission must be obtained before the start of proceedings and be subject to the customer's undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves. Our costs in respect of the above are limited to £5,000 in total.

Your responsibilities

It is your responsibility to observe the following. We will not be liable for any loss, damage, illness, discomfort or costs of whatever kind you might sustain from failing to discharge the following responsibilities:

- (a) It is your responsibility to check the confirmation invoice carefully and let us know immediately of any error.
- (b) Your should take out travel insurance at the time of booking. If you do not purchase insurance through us it is your responsibility to ensure that the cover is equivalent to that which we provide. We cannot be held responsible if you purchase inadequate cover or fail to inform us of relevant factors that could affect your cover, e.g. disabilities or engaging in dangerous sports.
- (c) It is your responsibility to ensure that you have a full valid passport and obtain an entry visa to China or Vietnam prior to travel, and meet the entry requirements of any other country you may be travelling or transiting through. We cannot be held responsible for any delays or costs resulting for not meeting these requirements.
- (d) You are also responsible for meeting the health requirements of any country you are visiting. Nor can we be held responsible for any circumstance arising out of your failure to disclose a disability or pre-existing medical condition if this were likely to affect your holiday.
- (e) It is your responsibility to arrive in good time to board transportation. If you miss a flight or other transport,

we will try to arrange alternative transportation, but reserve the right to recover any costs incurred from you.

You are also responsible for reconfirming any return or onward flights with the carrier. Flights are often full and in economy you may not be able to get seats together. We would therefore recommend you check in early for any long-haul flight, and in any case not less than 2 hours beforehand.

Your financial security

All arrangements are ATOL protected by the Civil Aviation Authority (CAA). Our ATOL (Air Tour Organiser's Licence) number is 5120. In the unlikely event of insolvency, the CAA will ensure your repatriation, or a full refund for an advance booking. For further information see the ATOL website: www.atol.org.uk.

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.