

TERMS & CONDITIONS

The services featured are operated by The Experience Company Limited 'the Company' ('we', 'our', 'us') which is registered in Hong Kong with travel agency license 353734. The following terms and conditions, together with any information set out (such as, for example, brochure terms or quotation), are notified to you 'the Client' ('you', 'your') in writing and will form your contract with the Company for any service booked with us. In all our terms and conditions 'you' and 'your' means all persons named on the booking, including anyone who is added or substituted at a later date. We are committed to continuously delivery the best services and for your protection and attention we may record telephone and written conversations, and keep record as per the local regulation requirements such as the Personal Data ordinance applicable in the Hong Kong SAR.

1. BOOKING & PRICING INFORMATION

- a) Our goal is to offer the right services that match your wishes and requirements at the right price. You may call or email us at the contact details provided on the website and/or our brochures, or meet us physically to discuss your itinerary and request a quotation, and we will tailor make an experience for you. To secure your booking you should complete, sign and return the booking form to us along with the required amount. Airlines, estates and partners now require the full name of all passengers and participants. We will therefore ask you to provide us with your full name as shown in your passport in order to proceed with the booking. We will not be liable if any special request is not met.
- b) The lead client who makes the booking is taken to have accepted these terms and conditions on behalf of and with the authorization of all the persons named on the booking. His or her name will appear first on the documents. Written quotations are valid for a period of 14 days from the date of our quotation, unless otherwise indicated.
- c) For any booking taking place more than 60 days prior to departure, a deposit is required. The deposit, 25% of your total quotation - subject to a minimum USD500 -, is non-refundable and will be treated as part payment of the holiday. The deposit amount will be shown on the quotation page of your itinerary and should be paid in order to start the booking process. In addition to the deposit, full or part payment may sometimes be required before the balance due date (such as for flights).
- d) Once we receive the requested amount we will issue a written confirmation of the booking as well as a invoice including details of the balance payment. In the event of any discrepancy please contact us within 48 hours of reception. All correspondence and other communications will be sent to the address of the lead client unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.
- e) The balance payment is due no later than 60 days prior to departure, or at the time of booking if less than 60 days prior to departure. If the balance payment is not received by the due date we reserve the right to cancel your booking, and the holiday or travel arrangements will be liable to cancellation which will lead to loss of deposit. Tickets and other documents will normally be forwarded 10-14 days before date of departure unless in certain circumstances.
- f) The client should pay all bank charges for bank transfers, foreign exchange and other payment-related charges. Failure to do so may lead to you being rebilled.
- g) We will always quote the price of your holiday by reference to the base currency in which the booking would be made by us, on the date that the quotation is created. If an adverse currency fluctuation occurs, equal to 2% or more of the overall price during the period between the date of the quotation and the date(s) for payment of the deposit and/or final balance payment for the holiday, we reserve the right to adjust the final balance payment due to reflect such currency fluctuation.
- h) When you have booked your holiday and paid your deposit or the full amount if you book within eight weeks of departure, the price of your holiday as shown on your confirmation invoice is guaranteed and will not be subject to any changes or surcharges unless you elect to change the confirmed booking. At no time is the Company liable to give a breakdown of costs due to the nature of the holiday bought by the client.

2. AMENDMENTS AND CANCELLATION BY THE CLIENT

- a) The company will make every effort to assist you if you wish to alter your arrangements. If, after we have confirmed a booking, you wish to make amendments to the dates or other details of your booking we will do our best to meet your request but cannot guarantee due to other parties involved.
- b) Requests for an amendment must be made by the lead client, in writing, signed by the signatory of the booking form. If the Company is successful in making your requested amendment then you must pay an amendment charge of USD80 per amendment. These charges will be payable whether or not the Company succeeds in confirming your requested amendment. Scheduled airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge in respect of the air fare.
- c) We require the lead person to notify us of required changes in writing. We reserve the right to charge you 2% of the total holiday booking for changes. If we can make the requested changes you will be provided with a quote detailing any costs incurred by ourselves and any costs imposed by our suppliers.
- d) In the eventuality that you or any participant is unavoidably prevented from taking your holiday, by reason of, for example, illness, jury service, redundancy, unavoidable work commitments or the death or serious illness of a close family member, it may be possible to transfer the booking to a person acceptable to the Company under certain conditions. Some suppliers, including airlines consider any change of name as a cancellation, thereby attracting cancellation fees of up to the full value of the service, provided that cancellations must be notified to us in writing by the lead client and will be effective the day we receive them. As we incur costs from the time of your booking, the following cancellation charges will be payable. We will not refund to you any deposits, administrative fees or alterations fees. You must take out holiday insurance that covers cancellation of your booking. We cannot guarantee any flight refunds. Cancellation charges apply as a percentage of the total holiday price, as follows.
- i. 60 days or more: Deposit only
 - ii. 59 – 43 days: 40%
 - iii. 42 – 29 days: 60%
 - iv. 28 – 7 days: 90%
 - v. 6 days or less: 100%

In the event that the cancellation charges of the suppliers we use are more than ours, then the suppliers' cancellation terms will apply.

- e) If a member of a party is prevented from traveling the person concerned may transfer their place to someone else as long as our suppliers accept the transfer of names, the lead client is required to sign an authorization letter and the transferee to sign the booking form. All costs incurred by us and any of our suppliers, an amendment fee of USD80, and any overdue balance payment must be paid before any such transfer is effective. If you decide during the course of your holiday to abandon arrangements made by us, no liability and no refunds will be made for the service you choose not to take.

3. AMENDMENTS AND CANCELLATION BY THE EXPERIENCE COMPANY

- a) It is unlikely we will have to make changes to your travel plans and we do our utmost to deliver the holiday we are contracted to provide. However, for reasons most often outside of our control, we occasionally have to make changes and reserve the right to do so.
- b) Most changes are minor and we will inform you of them if possible. Rarely we have to make a major change. A major change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably expect to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Major changes may include: price increases, change of your city/resort/place of destination, or change of your accommodation to a lower grade. If we make a major change to your holiday we will inform you as soon as possible. You will then have the choice of:
- I. accepting the changes, or
 - II. accepting an offer of an alternative holiday from us of a similar standard to that already booked, or
 - III. cancelling your holiday and receiving a full refund of all monies due.



THE
EXPERIENCE
COMPANY

c) We will not accept liability if we are forced by 'force majeure' to change or terminate your holiday. 'Force majeure' means unusual and unforeseeable circumstances beyond our control, the consequences of which neither us nor our suppliers could avoid. These may include, but are not limited to, war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, technical problems with transports, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought or storm, other adverse weather conditions including heavy rainfall, hail, snow or frost.

d) We reserve the right in any circumstances to cancel your holiday for any reason. If you fail to pay the balance of the holiday price at least 8 weeks (56 days) before departure, the Company will treat your booking as cancelled and levy the cancellation charges set out. If the Company is obliged to cancel your holiday in any other circumstances before departure, the Company will use its best endeavors to offer alternative arrangements of equivalent or very closely similar standard and price, if available; travel arrangements of a lower standard and a refund of the difference in price; or will give you a full refund of all monies paid.

4. PRICE

a) Once the price of your holiday has been confirmed on your invoice, it is then subject to the correction of errors. We will only modify the price and occasionally request a surcharge in the following circumstances: increases in the suppliers' charges, changes in transportation charges (including the cost of fuel), dues, taxes, airport charges or the exchange rates used to calculate the cost of your holiday.

b) Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your holiday will we levy a surcharge. If the surcharge is greater than 10% you reserve the right to cancel your holiday within 14 days of our notifying you of the surcharges, after which we reserve the right to add a surcharge over the 10% of the total holiday price.

c) Quotations will be provided in USD/EUR/HKD/CNY and payment is required in the invoiced currency.

5. RESPONSIBILITY OF THE EXPERIENCE COMPANY

a) We accept responsibility for ensuring that the holiday arrangements that you book with us are supplied as described in the itinerary provided, and in accordance with these terms and conditions. If you feel that your holiday arrangements are not as described in your itinerary, you should notify our appointed local supplier or us (where no local supplier is appointed) as soon as possible and provide us with details in writing.

b) We endeavor to keep the website and any brochures up to date, but cannot guarantee their accuracy and, if there is any inconsistency between the information on our website and the itinerary details provided to you, the itinerary details prevail.

c) We accept responsibility for our suppliers and local representatives, provided that such suppliers and representatives have acted at all times within our authority and in accordance with our instructions. We do not accept responsibility for:

i. travel by air, sea and rail and the provision of accommodation, to which the terms of the relevant travel provider shall apply;

ii. holidays, activities or other bookings or arrangements made directly with our suppliers, local representatives or any other third parties.

d) Under no circumstances will we accept responsibility for any indirect or consequential loss whatsoever arising under or in connection with our provision of your holiday.

e) Nor do we accept responsibility for any injury, illness, death, loss (including loss of enjoyment and loss of business, profits or employment), damage, expense, cost or other claims or liability of any description whatsoever which results from:

i. any fault of you or any member of your party, any fault of any third party unconnected with us and the provision of the services for which you have contracted with us;

ii. any force majeure circumstances (as described in Paragraph 3 above) which are beyond our or our suppliers' reasonable control.

f) Our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed the value of your booking (including taxes and deposit).

g) Nothing in these terms and conditions shall limit or exclude our liability where such exclusion is not permitted under applicable law.

6. RESPONSIBILITY OF THE CLIENT

a) Any passports, visas, health certificates, Insurance, International Driving Licences and other travel documents required for the holiday must be obtained by the client, whose responsibility it remains to ensure that these are all in order and to meet any additional costs incurred (whether by the client or by the Company on the clients behalf) as a result of failure to comply with such requirements.

b) You are responsible to arrive at stated departure times and places. Any loss or damage which you suffer through failure to do so lies with you. The Company has no liability whatsoever to you through your failure to do so.

7. DELAYS

In the event of any delay to your outward or homeward journey, we will do everything possible to assist you in making alternative travel arrangements. We use the scheduled services of the world's major international airlines. These are rarely subject to lengthy delays. In the unlikely event that this does happen, arrangements for meals, overnight accommodation, etc. should be met by your airline. Conditions of carriage are available on request.

8. COMPLAINTS

It is in our best interest to ensure security and enjoyment during your holiday. Most problems can be rectified straight away if we know about them. If you have a complaint you must report it immediately and directly to the supplier (e.g. Hotel Manager), or the emergency contact numbers provided with your travel documents. If you fail to follow this procedure, this may affect your rights under this contract, as we have been deprived of the opportunity to investigate and rectify the problem. If the problem cannot be resolved locally and you wish to complain, full details must be received in writing to: Customer Service Department, The Experience Company, Unit 8, The Lodge, 535 Canton Road, Hong Kong within 28 days of return.

9. INSURANCE

We strongly recommend that you secure adequate travel insurance, which should in most cases include cover, under certain circumstances, against loss of deposit or cancellation fees, at the time of booking.

10. GOVERNING LAW

These terms and conditions and any disputes arising from them shall be governed by Hong Kong law. You and we agree to submit to the exclusive jurisdiction of the courts of Singapore regarding any such dispute.

11. CHANGES TO TERMS & CONDITIONS

The terms and conditions which apply to your holiday are those which are featured on your booking form at the time of booking, and any other terms notified to you in writing before departure. We reserve the right to update these terms and conditions from time to time. Any such updates shall take effect immediately upon posting on our website or informing you of them.