

Discover Travel Shop & Convertible Caravans of Europe Terms and Conditions

Discover the World Marketing Travel Pty Ltd (DWM) trading as Discover Travel Shop (DTS) is not itself a carrier or hotelier nor do we carry on business as an airline, a shipping company, a coach or bus company, a railway, a hotelier or provider of any kind of transport or accommodation. DTS is an agent only and exercises every care in the selection of reputable airlines, shipping companies, coach and bus operators, railways, hoteliers, and other suppliers of the various travel and associated services which are used on these tours. It is important to note therefore that all bookings made by DTS on behalf of passengers are subject to the terms and conditions and limitations of liability imposed by such airlines, shipping companies, coach and bus companies, railway, hoteliers and other service providers whose services are utilised, most of which limit or exclude liability in respect of death, personal injury and delay and loss of or damage to property including baggage.

DTS strongly recommends that you check the terms and conditions in your contract with the airline, shipping, coach and/or bus companies concerned before making the booking, as you will be bound by them once you have paid the earlier of your booking deposit or the tour price.

DTS also strongly recommends that you take our comprehensive travel insurance against those and other risks (see point 12 below). DTS always does its best to make sure that your holiday arrangements are satisfactory and DTS accepts liability for, but only to the extent of, any loss or damage sustained by you as the result of our negligence or that of our employees. However, DTS does not accept any liability whatsoever of nature for the acts, omissions or defaults whether negligent or otherwise of any such airline, shipping company, coach or bus company, railway, hotelier, or other person providing services in connection with your holiday pursuant to a contract between any one of them and yourself (which may or may not be evidenced in writing by the issue of a ticket, voucher, coupon or the like). NOTE: Nothing in the provisions of this clause shall diminish, vary or reduce any right or remedy which you may have by virtue of the provisions of the Australian Trade Practices Act or any other applicable consumer protection legislation.

TERMS & CONDITIONS, LIMITATIONS OF RESPONSIBILITY, AND IMPORTANT DISCLOSURES

Consent to Terms & Conditions: Access to and use of the services of The Convertible Caravans of Europe™ ("CCE"), a division of Executive Travel, Inc., and Discover Travel Shop website is subject to acceptance of these Terms & Conditions. By accessing, using or obtaining any content, products, or services through our office and/or Appointed Agents, or through our websites, Customer agrees to be bound by these Terms & Conditions. If you do not accept all these Terms & Conditions, then please do not use our services or our websites. These Terms & Conditions are our agreement and govern the relationship between CCE/Discover the World and you, the Customer.

Bookings: All bookings must be made through and confirmed by CCE's general sales agent in Australia, Discover the World (DTW). The contract with the company is concluded when the Company issues a booking confirmation. Once the booking is confirmed the deposit is due immediately to secure the booking. Upon paying the deposit you accept the terms and conditions.

Deposit and Final Payment: A non-refundable deposit of \$1,000 per person shall be required to hold any reservation. DTW accepts – Direct deposit, cheques (Visa, Mastercard, American Express – credit card surcharges apply) for all payments. Your deposit or final payment is not deemed made until received by DTW. Final payment is required a minimum of 90 days prior to departure. If final payment is not received by due date, reservations are deemed cancelled and deposits shall be forfeited. As a result of such cancellation, CCE's, DTW and third party supplier's cancellation penalties shall apply.

Prices: All prices shown are in Australian Dollars, per person, based on double occupancy and are current at time of printing (22 October 2014). Prices were calculated using foreign currency exchange rates. Where foreign currency exchange rate fluctuations occur more than 2.5%, or any other increase in the price of

services provided which are beyond the control of DTW, we reserve the right to adjust the package prices accordingly at any time up until the delivery of service, irrespective of reservation payment status.

CCE Cancellation & Refund Policy: Cancellations for all or any part of a tour will not be effective until received in writing by DTW and must be received before 5pm on a business day. Reservation cancellations are subject to a \$1,000 per person charge from the time of booking through 90 days prior to departure; from 90 -0 days prior to departure, a no-show, or early return from the tour will result in forfeiture of 100% of the full price of the tour (in addition, Customer acknowledges any applicable airline cancellation fees will be assessed.) Cancellation fees are strictly enforced. CCE strongly recommends for your protection that you purchase trip cancellation insurance. A change of traveller name, vacation date, or itinerary to your travel booking is treated as a cancellation and standard cancellation fees apply. If a refund is due, the supplier will credit Customer's credit card account the reimbursable funds due Customer, and CCE or DTW will charge Customer's credit card for the cancellation fee. Customer's credit card statement reference line may display "Executive Travel" or "Discover the World" and may not reflect a description of this fee. Supplier(s) may change their cancellation policies at any time. If Customer cancels while a tour is in progress, there is no refund for the unused portion.

ITEMS NOT INCLUDED IN TOUR: THE FOLLOWING ARE AMONG ITEMS NOT INCLUDED IN YOUR TOUR: AIR TRANSPORTATION AND ALL RELATED TAXES AND FEES, passport fees, visas fees, personal expenses such as laundry and communication charges; travel insurance; travel agency service fees, optional sightseeing excursions; excess baggage charges on aircraft; local departure air and other entry or departure taxes, airline fuel surcharges, airport facility taxes and federal inspection fees and meals not listed in the "Included Features" section; transfers and baggage handling to/from airport/hotel on day(s) of arrival or departure unless listed in the "Included Features" section. If you are arriving earlier or later than the scheduled group, transfers; meals, lodging and alcoholic beverages are likewise not included, and all other services not specifically mentioned in the "Included Features" section. Note: In some instances, certain departure taxes must be paid in cash only, upon entry or departure to or from a foreign country at the airport or other entry/departure point, and may vary in price.

TRAVEL INSURANCE NOT INCLUDED: CCE AND DTW STRONGLY RECOMMENDS THAT CUSTOMER PURCHASE TRAVEL INSURANCE. TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CUSTOMER'S TOUR TO PROTECT AGAINST THIRD PARTY DEFAULT, DELAY, INTERRUPTION, CANCELLATION, MEDICAL EMERGENCY, LOST BAGGAGE, ILLNESS AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES. Without appropriate travel insurance, Customer understands and agrees that if Customer cancels or interrupts Customer's tour for any reason, portions of the tour may not be refunded and CCE's cancellation penalties will apply resulting in the loss of monies up to the full cost of Customer's tour and related costs.

Changes: If Customer (or anyone in Customer's party) decides to change any portion of confirmed arrangements prior to departure, CCE/DTW will attempt to assist Customer (or anyone in Customer's party) at an administrative charge of \$200 per change.

INTERNATIONAL DRIVING PERMIT + VALID AUSTRALIAN/NEW ZEALAND DRIVER'S LICENCE: BOTH AN INTERNATIONAL DRIVING PERMIT (IDP) AND YOUR VALID AUSTRALIAN OR NEW ZEALAND DRIVER'S LICENCE ARE REQUIRED TO RENT A CAR ANYWHERE IN EUROPE. The IDP is issued by associated members of the Australian Automobile Association (AAA) and AA Motoring in New Zealand. CCE/DTW shall not be responsible if car rental is denied on the spot due to lack of procurement of an IDP and a valid Australian/New Zealand Driver's License.

Baggage: All fees related to baggage are not included. DUE TO THE SIZE OF YOUR CAR'S TRUNK, EACH CAR RENTAL IS LIMITED TO A SINGLE BAG, WHICH PROPORTIONS SHALL NOT EXCEED 30" X 21" X 11" AND WEIGHT NOT TO EXCEED 50 POUNDS OR LESS, AND IS FURTHER LIMITED IF YOUR AIRLINE HAS STRICTER WEIGHT OR DIMENSION LIMITATIONS, which vary from airline to airline for carry-on and checked baggage. CCE is not responsible for additional fees imposed by air carriers or other third parties regarding baggage. Carry-on bags should not exceed the dimensions of 12" x 11" x 6". Please contact your airline(s) for the most current baggage allowance policy.

Health Matters: Health matters should be addressed to your personal physician. Customers travelling to areas where vaccination(s) are required are responsible to check medical requirements for wherever Customer may venture. Required or advised inoculations Customer decides to obtain upon the advice of Customer's personal physician may need to be administered in a series of doses months ahead of Customer's planned departure, and such time element should be taken into account by Customer BEFORE making deposits and/or non-refundable final payments. The Smartraveller website www.smartraveller.gov.au/tips/health.html for Australian residents and www.safetravel.gov.nz/health-and-travel for New Zealand residents, provides additional information and relevant recommendations.

Passports, Visas, Inoculation Certificates: TRAVEL DOCUMENTATION PROOF, SUCH AS PASSPORTS, VISAS, AND INOCULATION CERTIFICATES REMAIN EACH TRAVELLER'S SOLE RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE PASSENGER TO MAKE CCE AWARE WHEN THEY ARE TRAVELLING ON A PASSPORT FROM A COUNTRY OTHER THAN THE USA. NonU.S. citizens must consult with appropriate consulates to determine if any visas are needed and are solely responsible for obtaining all visas and entry documents. (For Australian/New Zealand citizens, a passport is required and the expiration date should be at least 6 months following the return date of the tour.) For further information, visit visa sites <http://visalink.com.au/> or <https://visasdirect.com.au/> for Australian residents or www.travcour.co.nz for New Zealand residents and <http://www.smartraveller.gov.au> for Australian residents or www.safetravel.gov.nz for New Zealand residents on a regular basis for information regarding incidence of disease, terrorism, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your international destination(s), and re-entry into Australia/New Zealand. Visas and vaccinations may also be required for some destinations. Remember, each child travelling with you requires individual travel documentation as well. CCE recommends you have a minimum of three blank pages in your passport when travelling, as many countries require blank pages. Multiple-entry visas are required for some vacations. You will need to check with your consulate to verify all requirements. (Caution: Please note that government rules regarding entry and departure changes on a daily basis. If any watermarks appear that will affect passport machine readers, replace it prior to travel date, or you may not be allowed to travel.)

Limitation of Responsibility and Disclosure: Customer understands and agrees that CCE is not the source or supplier of the travel services requested, and acts solely as a sales agent for disclosed principal supplier hotels, rental car companies, motor coach companies, ground transportation, boat/ferry purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services. Each of these companies is an independent entity with its own management, and is not subject to the control of CCE. Customer is advised that the supplier whose names appear in travel documentation are those actually responsible for providing the travel services purchased, consents to the use of those suppliers, and understands and agrees each supplier's Terms and Conditions are contained in printed form and/or on their respective websites. All bookings are accepted by CCE as sales agent for independent suppliers in Customer's itinerary. Additionally, optional tour excursions may become available for purchase. Travel activities carry with them the inherent risk of serious personal injury. The transportation, accommodations and other services provided by the identified ground suppliers, and other travel provider services offered are subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers, including terms and conditions on their respective websites. Because CCE does not have the right to control the operations of independent suppliers, it is not liable for any personal injury or property damage, which may arise out of these services. CCE is not responsible for the willful or negligent acts and/or omissions of such suppliers or of any supplier or their respective employees, agents, servants, or representatives not under CCE's control, including, without limitation, their failure to deliver or their partial or inadequate delivery of services, or adhere to their own schedules, or their cessation of services or bankruptcy, and/or failure to comply with any laws such as the Americans with Disabilities Act ("ADA"). The ADA is only applicable within the United States, and facilities for disabled individuals are limited outside its borders. A qualified and physically able companion must accompany travellers who need such assistance. Transportation services, including all rental vehicles, tour motor coaches, are not equipped with wheelchair ramps. Customer understands and agrees that CCE shall not be liable for any accident, injury, property damage, or personal loss to Customer or to those travelling with Customer in connection with any accommodations, transportation, or other services or resulting directly or indirectly from any occurrences or conditions beyond its control, including, but not limited to, Acts of God, fire, volcanic eruptions and resulting ash, wind, acts of governments or other authorities, wars, civil disturbances, riots strikes, epidemics,

quarantines, acts of terrorism, defects in vehicles, breakdown in equipment, strikes, theft, delay, wildlife, dangers incident to sea, land, and air travel, or cancellation of or change in itinerary or schedules. Weather conditions, including but not limited to the presence or absence of snow, sunshine, and rainfall, as well as the appearance or non-appearance of certain wildlife, are not guaranteed to occur or not occur, and are clearly outside the control of CCE.

Limitation of Liability: Under no circumstances, including, but not limited to, negligence, shall CCE be liable for any direct, indirect, special or consequential damages arising out of or related to the use of, or the inability to use any CCE travel services, or any third party services, even if CCE has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall CCE's total liability for all damages, losses and causes of action, whether in contract, tort (including, but not limited to, negligence) or otherwise, exceed the commission and service fee amount actually received by CCE related to Customer's travel, if any.

CCE Tour Availability, Participation, and Right to Adjust Rates and Accommodations: All CCE tours are based on a limited number of seats and reservations will be accepted on a first-come, first-served basis. CCE reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary or desirable, to refuse to accept or to retain as a member of any tour any person at any time, and to pass on to Customer any expenditure occasioned by delays or events beyond its control. Prices quoted are based on costs and fares in effect at the time of printing and are subject to change prior to departure. In case of any appreciable variation in its cost, CCE reserves the right to adjust its rates. Customer agrees that CCE will make every effort to honour the price as originally quoted, however; under certain circumstances additional costs may be imposed for charges including the following: fuel surcharges, fluctuations in foreign exchange markets, or an increase in a government imposed taxes or fees. All hotel accommodations mentioned in the CCE's brochure, is only an indication of accommodation(s), and the CCE reserve the right to substitute these accommodations at any time, with similar properties of same or higher standard.

CCE and Car Rental: Car rental is included in all our tours as well as the basic CDW and THW insurances. Optional and non-obligatory charges, such as the so-called "zero deductibles", can be purchased at the time of delivery of the car only and will be charged directly to Customer's credit card. The Convertible Caravan of Europe is not responsible for any charges that have been agreed on the spot between the customer and the car rental company. Customer must be aware that no insurance will cover for damages caused by infringement of the traffic law, as well as damages to tyres, mirrors, windscreens, car parts underneath the vehicle and in the cabin.

Force Majeure: "Force Majeure" means, in relation to CCE, any circumstances beyond the reasonable control of CCE, (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, volcanic eruption, volcanic ash, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences). CCE shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by nonperformance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure. If CCE, and/or any of its travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the tour. Payment of any refund by CCE to you as a result of the non-performance of any obligations hereunder shall remain in CCE's sole and absolute discretion. Furthermore, CCE shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to CCE of the Force Majeure and applicable cancellation fees.

Your Travel Agent's Role: CCE is very proud of our relationship with honoured Travel Agents across the USA, and throughout the world. To facilitate reservations process for you, CCE requests booking agents to provide you with thorough communications pertaining to your booking.

Other: This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without giving effect to any principles of conflicts of law. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties. Customer agrees to submit all claims against CCE within 30 days after Customer's return. Customer agrees the courts in Lancaster County, Nebraska will have the exclusive jurisdiction for all claims brought by Customer or CCE.

The Convertible Caravans of Europe™ is a protected service and trademark and wholly owned division of Executive Travel, Inc., 1212 O Street, Lincoln, NE 68508.