

# VIETNAM & CAMBODIA

PLACES WE GO



PERAGRO FABRICA

ENCORE  
JOURNEYS





ABOVE  
Angkor Wat Temple, Siem Reap

COVER  
Off to market, Danang

Through our TV Travel Series *Places We Go* we've been privileged to visit some of the most stunning places on the planet. However it's when the locals welcome us into their lives and their amazing cultures that leaves a lasting impression on us. This is what defines *Places We Go*. Real People. Real Travel. Now we're thrilled to launch *Places We Go Signature Tours* to share these experiences with you.

It's with much excitement that we've partnered with *Encore Journeys* who share our passion for travel and create handcrafted experiences that inspire not only those who travel with them, but the people they meet along the way. It's been a wonderful experience creating these trips together. Our tours enable you to join like-minded travellers, create new friendships and build your own special memories in these incredible destinations.

We hope you can join us.



Happy Travels!  
Jen & Clint  
x

We think travel should be about rewarding yourself with a little bit of luxury but also getting the chance to really experience what different countries have to offer—we've designed our Signature Tours so that you get to do just that, and enjoy the best of both worlds.

INSIDER  
EXPERIENCES



*Places We Go* 'Insider Experiences' take you to the heart of the destination. It's not just the places we go, it's the people we meet that capture our heart. It's the locals who bring these incredible destinations to life. Real People, Real Travel.

ENCORE  
EXCLUSIVES



*Encore Journeys* extensive network of global partners enables us to provide 'Encore Exclusives' with access to venues and attractions that are out of reach of the average traveller, delivering true 'Once in a Lifetime' experiences.



# VIETNAM & CAMBODIA

PLACES WE GO SIGNATURE TOUR  
10 NIGHTS • 11 DAYS



*Both countries are filled with so much diversity & spirit—we can't wait to return and share them with new friends.*

Jennifer Adams  
*Places We Go*

Vietnam is a country of contrasts. From its beautiful capital, Hanoi with wide tree-lined boulevards and elegant colonial French mansions, to the frenetic pace of Ho Chi Minh City with colourful markets selling everything from chillies to French bread and of course, an endless stream of bicycles, cyclo's and motorbikes.

Added to this is the spectacular natural beauty of regions such as Halong Bay, often called Vietnam's eighth wonder of the world. And the genuine warmth of the local people which is never more evident than when you visit rural areas like Danang and experience a unique glimpse into the lives of the villagers.

Sharing a border with Vietnam, Cambodia offers an insight into a world gone by. Explorers and adventurers have recorded visits to the Angkor Temples for well over eight hundred years, and it remains one of Asia's most enthralling destinations. A country deeply enriched in its history and culture, it never fails to impress even the most seasoned traveller.

- 1 **Hanoi**  
Movenpick Hotel Hanoi  
2 nights
- 2 **Halong Bay**  
Paradise Cruises Luxury Junk Boats  
1 night
- 3 **Danang**  
Hyatt Regency Danang Resort & Spa  
3 nights
- 4 **Ho Chi Minh City**  
Novotel Saigon Centre  
2 nights
- 5 **Siem Reap**  
Park Hyatt Siem Reap  
2 nights



ABOVE  
Halong Bay

BELOW  
Angkor Thom, Siem Reap


# VIETNAM & CAMBODIA ITINERARY


24 MARCH - 3 APRIL 2015

## DAY 1 HANOI



On arrival, you're met and escorted to the Movenpick Hotel centrally located in Vietnam's historical capital. Enjoy lunch before exploring the Old Quarter in your personal cyclo.

 *Lunch at KOTO (Know One Teach One), a charity providing disadvantaged youths with hospitality skills that are life changing.*


 *Tonight's Welcome Dinner is at Wild Lotus Restaurant showcasing modern Vietnamese cuisine; enjoy a drink with Clint and your fellow travellers.*

**Movenpick Hotel Hanoi**  
Superior Room - L, D  
Image: © Paul Levrier

## DAY 2 HANOI



Good morning Vietnam! This morning you have the option to start your day the 'Vietnamese way.'

 *Join a local Tai Chi class at Hoan Kiem Lake; after sip a Vietnamese iced coffee and watch the city spring to life.*

No city in Vietnam reflects the rich culture and turbulent past of the country better than Hanoi. Our tour of Hanoi City including the famous sites of the Ho Chi Minh Mausoleum, Temple of Literature and the Hoa Lo Prison.

**Movenpick Hotel Hanoi**  
Superior Room - B  
Image: © Paul Levrier

## DAY 3 HALONG BAY



Travel to spectacular Halong Bay and board your Paradise Cruises Luxury Junk Boat, setting sail while lunch is served. The afternoon can be spent swimming, kayaking or relaxing on the deck as the sun sets before enjoying dinner on board.

**Paradise Cruises**  
Luxury Junk Boat - B, L, D

## DAY 4 HALONG BAY - HANOI - DANANG


The options of a sunrise tai chi class and a visit a limestone grotto before cruising back to the dock. All guests are transferred to Hanoi Airport for our onward flight to Danang, where we stay at the stunning Hyatt Regency Resort & Spa.

**Hyatt Regency Danang Resort & Spa**  
Standard Room - B, L (boxed)

## DAY 5 DANANG



Hoi An is an extraordinary town that allows you a glimpse of a Vietnam that no longer exists elsewhere.

 *Our Walking Tour of Hoi An gives you an insight into local life as you wander the traffic-free streets, sample produce at the market and visit a Yaly tailor. Stay on and explore with shuttle buses arranged to take you back to the hotel when you're ready.*

We come together for Dinner at well-known local restaurant & bar, Brother's Cafe, located in the heart of Hoi An ancient city beside the Hoai River.

**Hyatt Regency Danang Resort & Spa**  
Standard Room - B, D

## DAY 6 DANANG



Today the choice is yours - relax at the Hyatt Regency Resort & Spa set on a tranquil white sandy beach or for those looking to explore book a spot on one of our optional tours - a Vietnamese cooking class or a countryside bicycle tour.

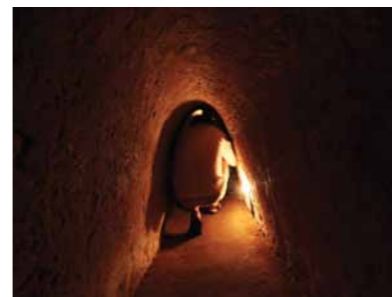
**Hyatt Regency Danang Resort & Spa**  
Standard Room - B  
Optional tours - refer to Page 9  
Image: © Paul Levrier

## DAY 7 DANANG - HO CHI MINH CITY


A morning transfer to Danang Airport for your flight to Ho Chi Minh City. After you've settled into the Novotel Saigon Centre Hotel, our afternoon tour of the city takes in the Notre Dame Cathedral, the beautiful Post Office building and the former Presidential Palace. Tonight enjoy contemporary Vietnamese cuisine at Hoa Tuc Restaurant set in a former French colonial opium refinery.

**Novotel Saigon Centre**  
Superior Room - B, D

## DAY 8 HO CHI MINH CITY



A chance to experience a part of Vietnam's history firsthand.

 *Visiting the Cu Chi Tunnels, a 200 kilometre network of underground tunnels used by the Viet Cong forces to fight against both the French and later the Americans, is a truly memorable experience.*

**Novotel Saigon Centre**  
Superior Room - B

## DAY 9 HO CHI MINH CITY - SIEM REAP


The morning is at leisure to allow time for any last minute sight-seeing or shopping prior to transferring to Ho Chi Minh City Airport for your flight to Cambodia. You are met on arrival and transferred to the Park Hyatt Siem Reap by local transportation in a Remok (Tuk Tuk).


**Park Hyatt Siem Reap**  
Park Room - B

## DAY 10 SIEM REAP



An amazing finale to our Signature Tour awaits. A private tour of the Temples of Angkor including Angkor Wat Temple the Bayon and Ta Prohm Temple.

 *This afternoon you have the option of a humbling and enriching visit to the School of Hope providing free English lessons to children in rural villages.*

 *Our final Gala Dinner takes us back to the Temples of Angkor for an exclusive dinner sitting amongst the temple sites of Angkor itself. A totally different world at night - this will be an experience and memory that will last a lifetime!*

**Park Hyatt Siem Reap**  
Park Room - B, D

## DAY 11 SIEM REAP



The day is at leisure before your tour ends and you depart Siem Reap. An opportunity to visit additional temples or the artisan markets prior to the transfer to Siem Reap Airport for your international flight home or onward for one of the optional post tour extensions.

**Park Hyatt Siem Reap - B**  
Optional tours - refer to Page 9

VIETNAM & CAMBODIA  
**INFORMATION**

**TOUR HOST**

**CLINT BIZZELL**  
 HOST AND PRODUCER



With a love of travel, film and sharing good times with friends, Clint has enjoyed many adventures on *Places We Go*. From climbing mountains to bronco-branding competitions in the outback, Clint is willing to give anything a go – and always with a smile on his face! Before *Places We Go*, Clint enjoyed 12 years as an AFL footballer, at both Geelong and Melbourne. With his passion for travel and love of a team environment, Clint loves bringing people together on a journey!



**TOUR COST**

**Land Only \$4,699**

**COST IS PER PERSON**  
 —Based on twin share accommodation throughout the tour  
 —Excludes international flights ex Australia to Hanoi and from Siem Reap to Australia

**Single Supplement \$1,166**

**COST IS PER PERSON**  
 —Based on single room accommodation throughout the tour

**International Airfares**

Our Concierge Team can assist with booking your international flights based on 'best fare of the day' to secure the best airfare available in both economy class and business class, if you wish to upgrade.

**NOTE**  
 All prices are in Australian dollars

**TOUR INCLUSIONS**

- Encore Journeys Tour Leader
- 10 nights' accommodation as noted in the itinerary
- 11 days private touring with knowledgeable English speaking local guides
- Airport transfers as noted in the Itinerary, if travelling on group flights
- Private sight-seeing, entrance fees and touring as noted in the Itinerary
- Economy class flights from
  - Hanoi to Danang
  - Danang to Ho Chi Minh City
  - Ho Chi Minh City to Siem Reap
- Meals as noted in the Itinerary:
  - B – Breakfast
  - L – Lunch
  - D – Dinner
- House Wine, Local Beer and Soft Drinks during Dinners on Day 1, Day 3, Day 5, Day 7 and Day 10
- All tipping, gratuities, portorage and luggage handling

**OPTIONAL TOURS**

Why not enhance your time in Danang and Siem Reap with some enjoyable tour options during your stay. Some of the options are listed below. Please contact our Concierge Team to make your booking in advance.

**COUNTRYSIDE BICYCLE TOUR DANANG**



A relaxing cycle through the countryside stopping at a kindergarten.

\$45 per person

**RED BRIDGE COOKING CLASS DANANG**



Learn the art of Vietnamese cooking including market visit, boat ride and lunch.

\$62 per person

**ANGKOR TEMPLE TOUR SIEM REAP**



Visit more magnificent temples within the Angkor Temple Complex.

\$55 per person

**PRE & POST TOURS**

Encore Journeys' specialty is crafting travel itineraries to suit any request. So if you'd like to make the most of your time away and extend your holiday prior to or after your *Places We Go Signature Tour* to Vietnam & Cambodia, please contact us to discuss your travel plans. The choice is endless but here are some recommendations to get you inspired!

**SINGAPORE**



A bewitching blend of East and West and a melting pot of Malay, European and Chinese cultures, the island state of Singapore offers a contrast of skyscrapers and modern, affluent suburbs, with a medley of old world Asian influences. Add a tropical climate, one of the world's most diverse cuisines and superb shopping – so whether it's to enjoy the city life or a beach resort of Sentosa, the "Lion City" could be the perfect option.

**PHNOM PENH**



Extend your time in Cambodia and explore Phnom Penh. Once known as the "Pearl of Asia", after a troubled history, the city is now thriving with café culture and world-class fusion restaurants. The beautiful French colonial buildings which have been renovated in the last years, the Mekong River flowing through the city and the Kings Palace provide a beautiful backdrop to delve into the history and culture of this amazing city.

**LAOS**



It's the people, the culture and the experiences that go beyond all expectations. Laos is still unspoilt – it's a relatively undiscovered country packed with beautiful scenery, relaxed and friendly people, great food and stunning sights. With a long and fascinating history of royalty, occupation and struggle for independence, awe inspiring 'vats' (temples) and a unique mix of French colonial and traditional architecture, it's a must visit destination.

## DEFINITIONS

**Encore Journeys** means *Encore* and Brown Pty Ltd (ABN: 41 160 364 554) trading as *Encore Journeys*.

**Contract** means the agreement between the Customer and *Encore Journeys* for the provision of Services by *Encore Journeys* to the Customer, as defined in Clause 2 of these Terms and Conditions.

**Booking** means a booking for Services confirmed in writing by *Encore Journeys* pursuant to Clauses 2 and 3 of these Terms and Conditions.

**Booking Fee** means any and all amounts the Customer must pay to *Encore Journeys* in respect of Services, including any Single Supplement Rate in accordance with Clause 5, as quoted by *Encore Journeys* in accordance with Clause 3, and subject to change in accordance with Clause 4.

**Customer** means the person acquiring Services from *Encore Journeys*.

**Services** means:

- the creation and planning of travel itineraries by *Encore Journeys*;
- the planning, organising, and booking of, and the payment for, travel arrangements and/or products (including, but not limited to, accommodation, transport and cruises) by *Encore Journeys* on behalf of the Customer in connection with *Places We Go Signature Tours*;
- Places We Go Signature Tours*; and
- any other product or service supplied by *Encore Journeys* to the Customer, but does not include any travel arrangement or product provided by Suppliers whether or not in connection with *Places We Go Signature Tours*.

**Suppliers** means any third parties providing or responsible for providing travel arrangements and/or products (including, but not limited to, accommodation and transport) in connection with Services.

**Places We Go Signature Tour** means group tours or travel arrangements planned, organised and booked wholly or partly by *Encore Journeys* based on an itinerary created by *Places We Go* and *Encore Journeys* departing on a specified date and escorted by *Places We Go* representatives, *Encore Journeys* staff and/or local guides.

**Force Majeure** means any event which is outside the control of *Encore Journeys* or Suppliers including, but not limited to, war (actual or threatened), riots, terrorist activity (actual or threatened), industrial action (actual or threatened), natural disasters, fire, disease and adverse weather.

## CONTRACT

- These Terms and Conditions apply to all Services provided by *Encore Journeys* to the Customer and constitute the entire contract between *Encore Journeys* and the Customer.
- By requesting a booking and paying a deposit for Services provided by *Encore Journeys*, the Customer indicates that it has read, understood and agrees to be bound by these Terms and Conditions.
- The Contract between *Encore Journeys* and the Customer comes into existence when *Encore Journeys* accepts and processes the Customer's deposit, or full payment of the Booking Fee if required pursuant to Clause 3, and provides confirmation in writing of the Customer's Booking to the Customer.

## BOOKING & PAYMENT

- The Customer must contact *Encore Journeys* to request a quotation for Services from *Encore Journeys*.
- Encore Journeys* may provide a quotation in respect of Services (**Quotation**). Unless otherwise indicated by *Encore Journeys*, Quotations are valid for a period of 7 days.
- Unless otherwise advised by *Encore Journeys*, the Customer must complete, sign and return to *Encore Journeys* a *Places We Go Signature Tour* Booking Form in order to request a Booking.
- The Customer must provide any and all information and documentation as requested by *Encore Journeys* (for example, passport details).

- The Customer must pay a non-refundable deposit of AUD\$1,000 per person (or other amount as advised) to *Encore Journeys* at the time of requesting a Booking as a prerequisite to *Encore Journeys* confirming the Booking. In certain cases, the Customer may be required to pay the Booking Fee in full to *Encore Journeys* at the time of requesting the Booking as a prerequisite to *Encore Journeys* confirming the Booking. (This will be advised in the Quotation.)

- If a Booking is requested within 90 days of the Customer's departure date, the Customer must pay the Booking Fee in full to *Encore Journeys* at the time of requesting a Booking as a prerequisite to *Encore Journeys* confirming the Booking.
- The nature of the Services and the travel arrangements and products provided by Suppliers means *Encore Journeys* may not be in a position to confirm all requested travel arrangements and/or products at the time of booking. Obtaining confirmation of all travel arrangements and/or products may take up to 2 weeks or more.
- The Customer must pay any remaining balance of the Booking Fee, including any change in accordance with Clause 4, to *Encore Journeys* no later than 90 days prior to the Customer's departure date.
- If a booking request is made within 10 days of the Customer's departure date, the Customer must pay the Booking Fee in full to *Encore Journeys* at the time of requesting a Booking and may be required to pay a late booking fee of AUD\$100 per Booking to *Encore Journeys*.
- Should *Encore Journeys* be unable for any reason to confirm or provide some or all key Services, travel arrangements and/or products and/or offer suitable alternative Services, travel arrangements and/or products, then subject to Clause 8 *Encore Journeys* will refund all monies (less any unrecoverable amounts) to the Customer.
- If any payments are not received when required, *Encore Journeys* may treat a Booking as cancelled and subject to the applicable cancellation fees outlined in Clause 7.
- Payment can be made by bank transfer, bank cheque, debit card or credit card. Credit Card surcharges apply. *Encore Journeys* can also accept payment by American Express Membership Rewards Points for all or part of the booking cost.

## PRICING

- All prices advertised or provided by *Encore Journeys* (for example, as listed in *Places We Go Signature Tour* brochures, marketing materials and website) are in Australian Dollars unless otherwise specified, are for guidance only, and are subject to change without notice. Although every effort is taken to ensure prices are accurate at the time of publication *Encore Journeys* cannot and does not guarantee these prices. Prices advertised or otherwise provided are subject to any Quotation provided to the Customer.
- Unless otherwise indicated by *Encore Journeys*, prices for *Places We Go Signature Tours* do not include: international airfares, excess baggage, optional tours, arrival and/or departure taxes, fuel levies and surcharges, passport fees, visa fees, vaccinations, travel insurance, meals and drinks, laundry, phone calls, medical expenses, sightseeing costs, gratuities, expenditure for personal items and any other cost, fee, or other charge not explicitly included in the price advertised, provided or forming part of a Quotation provided by *Encore Journeys*.
- Where there is a change in the costs incurred by *Encore Journeys* in providing Services, such as fluctuations in exchange rates, airfares, fuel costs and other operating costs on which prices are based, *Encore Journeys* reserves the right to adjust any price and the Booking Fee by the amount of that change, including any amount of tax or duty, unless the Customer has paid the Booking Fee in full. If the Customer has paid the Booking Fee in full the Customer will not be subject to any increase in price or Booking Fee.
- Encore Journeys* may correct any error in any prices advertised, otherwise provided or forming part of a Quotation provided by *Encore Journeys* at any time.

## SOLO PASSENGERS & SINGLE ACCOMMODATION

- Prices quoted in *Places We Go Signature Tour* brochures, marketing materials and website are based on twin share accommodation.
- If requested by the Customer, *Encore Journeys* can provide a Quotation and arrange for single accommodation for the Customer as part of a *Places We Go Signature Tour*. *Encore Journeys* provides a Single Supplement Rate for those Customers who wish to utilise single accommodation on *Places We Go Signature Tours*.
- If the Customer is willing to share a room with another solo passenger of the same gender on a *Places We Go Signature Tour*, *Encore Journeys* will endeavour to organise this as part of the *Places We Go Signature Tour*, on the following basis and conditions:
  - The Customer must pay the Single Supplement Rate as specified by *Encore Journeys*, as part of the Booking Fee.
  - If the Customer shares accommodation for the entire *Places We Go Signature Tour*, *Encore Journeys* will refund the Single Supplement Rate to the Customer within two weeks of completion of the *Places We Go Signature Tour*.
  - Encore Journeys* accepts no responsibility for the suitability of any rooming companion of the Customer.
  - If at any time during the *Places We Go Signature Tour*, the Customer deems an allocated rooming companion to be unsuitable, *Encore Journeys* will use reasonable endeavours to arrange single accommodation for the Customer for the remainder of the *Places We Go Signature Tour*, subject to availability. The Customer acknowledges that if there is no availability of single accommodation for the remainder of the *Places We Go Signature Tour*, the Customer will be required to continue to share with any allocated rooming companion for the remainder of the *Places We Go Signature Tour*.

## AMENDMENTS BY THE CUSTOMER

- The Customer must notify *Encore Journeys* in writing if they wish to request any amendments to a Booking once it has been confirmed. *Encore Journeys* does not guarantee that such a request can or will be met.
- Up to 90 days prior to departure, the Customer must pay an amendment fee of AUD\$50 per person per amendment to *Encore Journeys* at the time of requesting an amendment to a Booking, in addition to any other fees, charges or costs payable as a result of the requested amendment including fees, charges or costs levied by Suppliers.
- Within 90 days of departure, any amendment request received by *Encore Journeys* will be treated as a cancellation and re-booking and the cancellation fees outlined in Clause 7 will apply.

## CANCELLATIONS BY THE CUSTOMER

- The Customer must notify *Encore Journeys* in writing if the Customer wishes to cancel their Booking and a cancellation is not effective until such notification is received by *Encore Journeys*.
- The following cancellation fees apply:
 

Period before departure	Fee per person
90 days or more	Amount of deposit
89-60 days	50% of the Booking Fee
59 days or less	100% of the Booking Fee
- The above cancellation fees are an estimate of *Encore Journeys'* costs and expenses in relation to a cancellation. The Customer acknowledges and agrees that the above cancellation fees are reasonable.
- Additional cancellation fees apply to the cancellation of any additional Services, travel arrangements and/or products outside the scope of *Places We Go Signature Tours* (if applicable).
- No refunds can or will be given for unused or partially used Services, travel arrangements and/or products forming part of *Places We Go Signature Tours*, or if a Customer cancels once a *Places We Go Signature Tour* has commenced.
- The cancellation fees set out in this Clause are in addition to any fees, charges or other costs levied by Suppliers in connection with cancellation.

## AMENDMENTS OR CANCELLATIONS BY ENCORE JOURNEYS

- All reasonable care has been taken to ensure that the descriptions, facts or opinions in the *Places We Go Signature Tour* brochures, marketing materials and website are accurate at the time of publication. Opinions expressed are personal to the authors and photographs only relate to a specific destination when specifically captioned. Advertised facilities, services, schedules, laws and Suppliers' programs may change and *Encore Journeys* is not responsible for such changes.
- Encore Journeys* may amend or cancel Services at any time due to Force Majeure or government travel advice. If Services are so cancelled, *Encore Journeys* will refund the Booking Fee to the Customer, on a pro rata basis if Services have commenced, less any unrecoverable amounts and any costs incurred by *Encore Journeys*. *Encore Journeys* is not liable to pay the Customer any other compensation or to meet any other fees, charges, costs or expenses that the Customer has already incurred or incurs as a result of such cancellation.
- Encore Journeys* may amend the Customer's itinerary at any time without notice due to local circumstances or events outside *Encore Journeys'* control such as, but not limited to, adverse weather, mechanical breakdowns, poor road conditions or a change in Suppliers' schedules. In the unlikely scenario of a tour host becoming unavailable we will seek an alternative and advise you at the earliest opportunity. *Encore Journeys* is not liable to pay the Customer any compensation or to meet any fees, charges, costs or expenses that the Customer has already incurred or incurs as a result of such amendment.
- Bookings for *Places We Go Signature Tours* are subject to a minimum number of participants, as determined by *Encore Journeys*, in order to operate *Places We Go Signature Tours* as intended and to ensure an enjoyable group atmosphere. Where sufficient numbers of participants cannot be achieved, *Encore Journeys* may cancel or delay a scheduled *Places We Go Signature Tour*. (*Encore Journeys* will endeavour to make any decision to cancel or delay a scheduled *Places We Go Signature Tour* at least 45 days prior to the scheduled Places We Go Signature Tour departure date.)
- If *Encore Journeys* cancels a *Places We Go Signature Tour*, *Encore Journeys* will:
  - Offer the Customer alternative Services of a similar standard to the original Services as appropriate in the circumstances. If the Customer books alternative Services of a cost lower than the original Services, *Encore Journeys* will refund the difference to the Customer. If the Customer books alternate Services of a higher cost than the original Services, the Customer must pay the additional cost to *Encore Journeys*; or
  - Offer the Customer a refund of any amount of the Booking Fee paid to *Encore Journeys* (in the case of Force Majeure, refunds will be less any unrecoverable amounts). *Encore Journeys* is not liable for any fees, charges or costs the Customer may incur in connection with, for example, airfares or other travel arrangements and/or products booked independently through a Travel Agent or other supplier.
- Encore Journeys* will notify the Customer of any amendment or cancellation at the earliest opportunity by phone, email or post.

## ENCORE JOURNEYS OBLIGATIONS & LIABILITY

- The Customer acknowledges and agrees that the Services offered by *Encore Journeys* require flexibility and must allow for alternatives. Itineraries in *Places We Go Signature Tour* brochures, marketing materials and website are only an indication of what a *Places We Go Signature Tour* may accomplish, and are not a contractual offer or obligation on the part of *Encore Journeys*. The Customer acknowledges and agrees that itineraries, schedules, amenities and modes of transport may change without prior notice as outlined in Clause 8.
- Encore Journeys* acts as a booking agent for Suppliers. *Encore Journeys* is not responsible for any act, omission or representation of Suppliers. All Bookings are subject to the terms and conditions of, and the laws and regulations applicable to, Suppliers

and these may limit or exclude liability to the Customer and may be subject to provisions of international conventions.

- Encore Journeys* is not responsible for any claim, injury, illness, death, loss (including loss of enjoyment), damage, expense, delay, inconvenience, stress, cost or other sum or claim of any description whatsoever which results from any of the following:
  - the act(s) and/or omission(s) of Suppliers;
  - the act(s) and/or omission(s) of the Customer or any travel companion(s);
  - the act(s) and/or omission(s) of a third party (including any private or government organisation, or one of its officers, employees or agents); or
  - Force Majeure as defined in Clause 1.
- To the full extent permitted by law, *Encore Journeys* excludes any and all responsibility or liability in contract, tort or otherwise, and any warranty, guarantee or other right otherwise provided for or implied by law, for any claim, consequential, economic or other loss, damage (including punitive damage), cost, expense, injury, death, delay, inconvenience or loss of enjoyment suffered by the Customer or any third party, directly or indirectly, in connection with Services.
- To the extent that any warranty, guarantee or similar right cannot be excluded, to the full extent permitted by law such warranty, guarantee or similar right is limited to the supply of alternative Services or the reimbursement of the cost of the original Services as provided for in these Terms and Conditions.

## CUSTOMER'S OBLIGATIONS & ACCEPTANCE OF RISK

- The Customer acknowledges that there are risks associated with travelling which are beyond the control of *Encore Journeys* or Suppliers such as but not limited to weather conditions, illness, injury, political unrest, loss or damage to property, criminal acts, inconvenience and discomfort. Some activities carry inherent risks and if the Customer wishes to participate, the Customer may be requested to sign an additional waiver form. It is the Customer's responsibility to ensure that the Customer is physically fit enough to participate in any activity and the Customer must take reasonable precautions for the Customer's own safety.
- The Customer acknowledges that the standards of the travel arrangements and/or products in the countries the Customer visits as part of Services may at times not be of the standard that the Customer is used to in the Customer's country of residency.
- The Customer must comply with all laws, regulations and customs of all countries visited.
- The Customer must adhere to the instructions of *Encore Journeys* staff and/or local guides at all times during *Places We Go Signature Tours* regarding safety. If in the opinion of *Encore Journeys* staff a Customer behaves or has behaved in such a way as to cause or be likely to cause danger, upset or distress to another Customer or any third party or damage to property, or in a way which is not consistent with the enjoyment of other Customers, *Encore Journeys* is entitled, without prior notice, to terminate the Contract of the Customer. Upon such termination, *Encore Journeys* has no further responsibility toward the Customer including any return travel arrangements and is not liable for any refund to the Customer or for any fees, charges, costs, losses or other expenses incurred by the Customer as a result of such termination.
- The Customer must notify *Encore Journeys* Head Office (or *Encore Journeys* staff if travelling on *Places We Go Signature Tours*) of any complaint as soon as possible, to provide *Encore Journeys* the opportunity to rectify the issue. If *Encore Journeys* is unable to resolve the issue whilst the Customer is travelling and the Customer remains dissatisfied, they must notify *Encore Journeys* in writing within 30 days of the Customer's return.

## TRAVEL INSURANCE

- The Customer must purchase adequate and valid travel insurance when travelling with *Encore Journeys*. Coverage should take effect from the date when the Contract with *Encore Journeys* comes into existence. Coverage should be comprehensive and include cover for amendment and cancellation costs. (*Encore Journeys* can recommend travel insurance providers

that will provide adequate liability, medical and holiday cancellation insurance.)

- The Customer must provide details of the Customer's insurer and policy number to *Encore Journeys* for its records.
- If the Customer elects not to purchase travel insurance, the Customer must complete a Travel Insurance Waiver Form. *Encore Journeys* may decline or cancel the Customer's Booking and charge the Customer the applicable cancellation fees if the Customer fails to complete this Travel Insurance Waiver Form.
- Encore Journeys* will not be held responsible for any expenses, loss or damage the Customer incurs as a result of any failure to comply with this Clause or the requirements of the Customer's travel insurance policy. It is the Customer's responsibility to ensure that the insurance cover the Customer purchases is suitable and adequate for their particular needs.

## PASSPORT, VISAS & HEALTH REQUIREMENTS

- The Customer must have a valid passport with at least 6 months validity from their return date and must have obtained any and all appropriate visas and permits for the countries the Customer is visiting before their date of departure. Passport, visa, permit and other entry requirements (including health requirements) and costs are the sole responsibility of the Customer.
- The Customer must obtain any vaccinations or other health precautions and any health advice relevant to the countries the Customer is visiting and the Customer's personal circumstances.
- The Customer must notify *Encore Journeys* of any pre-existing medical conditions the Customer has that might affect the provision of Services to the Customer and participation in the Services by the Customer and/or other customers on *Places We Go Signature Tours*.
- If requested by *Encore Journeys* or our Suppliers the Customer may be required to provide an assessment of the Customer's medical condition by completing a Medical Clearance Form which requires certification by a medical practitioner.
- Encore Journeys* may decline or cancel the Customer's Booking on the basis of information provided by the Customer including information provided as part of the Medical Clearance Form.

## PERSONAL INFORMATION & PRIVACY

- Encore Journeys* may obtain personal information from the Customer and may disclose this information to Suppliers or other third parties as part of providing the Services requested by the Customer. Please refer to *Encore Journeys'* Privacy Policy on our website: [www.encorejourneys.com.au](http://www.encorejourneys.com.au)

## PUBLICITY

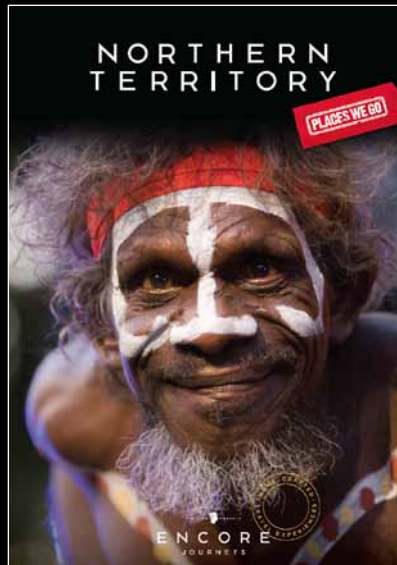
- Encore Journeys* reserves the right to take photographs during the Services to use for promotional purposes. By booking for Services provided by *Encore Journeys* the Customer indicates that it agrees to allow *Encore Journeys* to use such photographs of the Customer without charge and without obtaining any further consent.

## GOVERNING LAW

- This Contract is governed by and construed in accordance with the laws of the State of Victoria, Australia.
- Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of Victoria, Australia in regard to any claim or matter arising under this Contract.

## SEVERABILITY

- Any provision of these Terms and Conditions which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of these Terms and Conditions or the validity of that provision in any other jurisdiction.



SEPTEMBER 2014



FEBRUARY 2015

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JOURNEYS

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