

27 Maps and Photographs

Maps are shown for general information and may not necessarily reflect actual routing, location or services provided. Photographs show places in the geographic areas, but are not necessarily included in the itineraries or tours. Hotel room photographs may not be specific to the actual room occupied.

28 Luggage

The luggage allowance for transfers from airport/ rail station to city hotel by multi-stop shuttle service, private car or mini-van applicable is 1 suitcase per person, weighing not more than 30kgs, to be stored in the rack provided in the shuttle or the boot of the car. Oversize or additional pieces will not be carried by the booked transport vehicle. In such a case, alternate arrangements must be made locally with the driver, and any additional costs settled on-the-spot. If you are planning to take additional cases with you, please inform us, so that arrangements can be made and the additional fees settled in advance. Holidays on Location will not accept billings beyond the contracted services.

29 Travel Insurance

Travel Insurance is not included in any of the prices in this brochure. It is a requirement by Holidays on Location that you have comprehensive travel insurance to cover you for the full duration of your journey for costs associated with illness, injury, death, loss of or damage to baggage or personal items, cancellation, loss of deposit, medical and hospitalization, repatriation and curtailment expenses due to illness, the need to return home unexpectedly, evacuation expenses, and accidental death or disability. Your Travel Agent is the most-qualified person to provide professional advice in obtaining travel insurance. However, you are solely responsible for obtaining the appropriate cover as set out above.

30 Booking Arrangements

All booking arrangements are to be made through your Travel Agent and the person making the booking shall be deemed to have accepted the Booking Conditions on behalf of all persons named in the booking. The contract will be governed by and subject to the Booking Conditions and to the general information contained in this brochure. No variation to the Booking Conditions shall be of any effect unless made in writing and with the authority of the directors of Holidays on Location. All communications from us will be sent to your Travel Agent. Your Travel Agent shall, on receipt of any monies, hold such monies for each and every person named in the booking until that booking is confirmed at which time, those monies shall be remitted to us.

31 About Costs

For each product or package in Holidays on Location 2019-2020 brochures and web pages, included in the selling price are charges to cover costs of research, reservations from travel agents in Australia and from Australia to Europe, North America and Canada, postage, courier charges, facsimile, telephone, bank charges, currency transfers, documentation, itinerary preparation, brochure production, printing, brochure distribution, advertising and remuneration to Travel Agents. No breakup of costs is supplied. Receipt of your deposit signifies your acceptance of these normal commercial costs and reservation fees paid to our overseas associates.

32 Consumer Protection

Holidays on Location is a registered brand name used by Majestic International Travel Service Pty Ltd which holds the following accreditations: **ATAS** (the AFTA travel accreditation scheme), **ASTA** (the American Society of Travel Agents), **AFTA** (the Australian Federation of Travel Agents), **CATO** (Council of Australian Tour Operators) and **ETOA** (European Tourism Association).

32 Consumer Protection (cont.)

All monies received by Holidays on Location are, as required by law, deposited on your behalf into a trust account as client monies in the name of Holidays on Location with the National Australia Bank, our bankers. We will be entitled to keep any interest earned on such monies. It is a condition of confirmation of your booking and acceptance of your deposit in respect of your booking that all monies paid by you to us through your Travel Agent whether by way of a deposit or otherwise in respect of your booking, may be disbursed by us, as and when we see fit or in respect of the services to be provided or fees payable relating to your booking and the payment of a deposit or otherwise for your booking shall be deemed to be a direction to disburse such monies aforesaid.

33 Our Responsibility

Holidays on Location and/or its associated companies or agents, give notice that they act as booking agents only for the persons or companies providing products and/or services and all receipts, tickets, voucher coupons or exchange orders are issued subject to the terms and conditions of such products and/or services. Holidays on Location and/or its associated companies or agents, do not accept any responsibility for loss or injury to persons or property whether by negligence or misadventure by the principal contracted to provide the products and/or services. Holidays on Location and/or its associated companies or agents, are not liable for any delays, omissions, irregularities, illness, injuries, strikes, civil disturbances, wars, quarantines, floods or force majeure interfering with, altering, or adding to the cost of the products and/or services booked.

Holidays on Location and/or its associated companies or agents, are not liable for any dissatisfaction the client may have with persons or companies providing or offering the products and/or services. The above exclusions of liability are subject to any statutory liability which may not be excluded by law. Holidays on Location and/or its associated companies or agents, do their best to make sure your arrangements are as agreed, however cannot represent or guarantee the standard, class or fitness for purpose of the product and/or service. Holidays on Location and/or its associated companies or agents, only accept liability for, and only to the extent of, any loss or damage sustained as a result of its negligence or that of its employees. We are not liable for any act or omission or default, whether negligent or otherwise, of airlines, coach operators, shipping and rail companies, hoteliers or other persons providing products and/or services pursuant to a contract between them and yourselves and over whom we have no direct and exclusive control.

Holidays on Location and/or its associated companies or agents, are not liable in contract or in tort (actionable wrong) for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control, or which are not preventable by reasonable diligence on our part including, but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government of any other authorities, accidents to or failure of, machinery or equipment or industrial action (whether or not involving our employees and even through such action may be settled by agreeing to demands of a labour group).

It is the responsibility of the passenger to ensure that he or she is in possession of the proper travel documents and that they are in compliance with the current government and transport companies' regulations. The right is reserved to modify the itinerary in any way considered necessary or desirable or to change any reservation, and/or means of conveyance, without notice and for any reason whatsoever.

33 Our Responsibility (cont.)

The right is also reserved to cancel or withdraw any tour, or any booking made for a passenger, or to decline to accept or retain any person as a member of a tour, for any reason whatsoever. No refunds can be made in respect of accommodation and meals not utilised and under no circumstances can refunds be authorised for tours and sightseeing excursions not undertaken.

34 Consumer Claims

Attempts should be made in the first instance to rectify any difficulties directly with the hotel management, our local representative or supplier. Should any difficulties not be resolved as they occur and you wish to lodge a claim, this must be made in writing with supporting documentation within 30 days of your return to Australia. The claim should be lodged through your Travel Agent.

35 Law of contract

The Terms and Conditions published herein are governed by the laws of the State of Victoria, Australia, except when federal or other legislation takes precedence.

THANK YOU

Thank you to the following Tourism boards who contributed to 2019-2020 Switzerland Holidays.



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