

TERMS & CONDITIONS

1. VALIDITY

This brochure is valid from 01 January 2012 to 31 March 2013.

2. HOW TO BOOK

We recommend booking well in advance by sending a non-refundable deposit of 25% of the tour price with a minimum deposit of AUD250 per person. Some of the tours and ground arrangements may require a higher deposit of up to 50% to meet local tour operator's booking conditions. These details will be provided on confirmation of your booking. The deposit is required within 7 days of confirmation to hold your booking.

The booking confirmation will include the exact deposit amount required and the due date of final payment. Please read these terms and conditions carefully and raise any questions you may have prior to making your booking. Receipt of deposit will be taken as an understanding by Momento Travel Services that the customer has checked their confirmed travel arrangements and has read and agrees to abide by the terms and conditions set forth in this brochure.

Any verbal quote given is an estimate only of the price which will be subject to advice on confirmation of the reservation, after which you will have 7 days to pay your non-refundable deposit.

3. BROCHURE PRICES

Prices in this brochure are in Australian Dollars based on twin share per person and low season travel.

4. PRICE GUARANTEE ON FULL PAYMENT

Prices in this brochure are based on costs and exchange rates as at 01 October 2011. Should these costs change it may be necessary to make a surcharge on the price of your holiday which will be advised to you at the time you book. However no surcharge in respect to cost or currency fluctuations will be made to the arrangements of your holiday once full payment has been received by Momento Travel Services, unless any changes are made to your booking in accordance with these terms and conditions. This price guarantee does not apply to: (i) fares, charges or levies imposed by airlines up until ticketing; or (ii) any taxes, charges or levies imposed by any government or their agencies.

5. CREDIT CARDS

For reservations that have a lower value than AUD1000, credit card service fees will be applied to the dollar amount paid as follows: MasterCard and Visa - 1.5%, American Express - 3%. This fee is non-refundable.

6. CANCELLATIONS AND REFUNDS - LAND ARRANGEMENTS

If you decide to cancel your holiday or you are unable to travel Momento Travel Services will refund the amount you have paid less (i) our reasonable costs and (ii) any cancellation fees imposed by other suppliers.

It is likely that other suppliers' cancellation fees (which we will pass on to you) will be greater when cancellation takes place closer to the departure date. If you notify us of cancellation more than 60 days before departure, then the cancellation charges are likely to only be the loss of your deposit. If you notify us of cancellation less than 60 days before departure, the cancellation charges may be up to 100% of the total booking cost. Regrettably cancellation charges cannot be waived. No refunds are available for unused services after departure from original city.

7. CANCELLATIONS AND REFUNDS - AIR ARRANGEMENTS

Cancellation fees will apply as required by airlines regulations and will vary dependent upon the type of airfare utilised. Airfare prices and conditions are subject to change or withdrawal without notification until ticketed. Full payment is required before tickets can be issued. Momento Travel Services cannot be held liable for any increases in prices or changes in any airline regulations. Foreign currency airfares and airport taxes may fluctuate and are subject to the rate of exchange on date of ticket issue. Increases in airport taxes are not the responsibility of Momento Travel Services and can be imposed up to departure. To the extent we are able to do so we will advise you of any increases of which we are aware at the time of confirmation of your booking.

8. CONSUMER CLAIMS

If you wish to lodge a complaint please do so in writing within 30 days of completing your Momento Travel Services arrangements.

Certain State and Commonwealth legislation, including the Trade Practices Act 1974 (Cth) (as amended from time to time), imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These Terms and Conditions do not purport to exclude any statutory rights available to you and must in all cases be read subject to those statutory provisions.

9. NOT INCLUDED IN THE BROCHURE PRICING

Visas, insurance, extra meals, laundry, drinks, souvenirs, and items of a personal nature are not included in the brochure pricing.

10. VARIATIONS

Considerable care has been taken to compile the information in this brochure but circumstances not within Momento Travel Services' control may necessitate changes in itineraries, accommodation and costs in which case you will be informed as soon as possible. When it is necessary to change a hotel Momento Travel Services reserves the right to substitute accommodation of at least a similar standard.

Momento Travel Services cannot be held responsible for any changes which may occur and reserves the right to increase the price of any travel arrangement up to the date of payment in full (or the date of ticketing in the case of airfares). This includes adjustment for fuel surcharges, airfare increases as well as international exchange rate fluctuations. To the extent we are able to do so, we will notify you of any applicable change in price prior to you making payment in full.

Momento Travel Services may update these terms and conditions at anytime. Any changes to these terms and conditions made after booking will be advised to you. The current version of terms and conditions will always be found on the website www.momentotravel.com.au.

If as a result of any of these variations either: (i) there is a material increase in the cost of your holiday during the period between confirmation of your booking and the date on which you pay for your holiday in full; or, (ii) you will suffer a material detriment, then you may cancel your holiday, in which case Momento Travel Services will refund the amount you have paid less any cancellation fees imposed by other suppliers.

11. HOTEL DESCRIPTIONS AND PHOTOGRAPHS

Hotel and facility descriptions featured in this brochure are based on current hotel guides and information provided by suppliers and may change at any time. Pictures may not show the particular room, décor, view or other specifications included in your booking.

12. INSURANCE

It is a condition of booking one of Momento Travel Services products that travellers are adequately insured for the full duration of their travel arrangements in respect of illness, injury, death, loss of baggage and personal items, cancellation and curtailment. Your travel agent will be able to offer a suitable holiday insurance policy, or you may purchase a suitable policy through Momento Travel Services.

13. INTERNATIONAL TRAVEL

You are responsible for all immigration, passport, visa, health, quarantine and customs laws, regulations, orders, demands or other requirements of countries visited or transited. Official travel advice issued by the Australian Department of Foreign Affairs and Trade is available by calling (in Australia) 1300 555 135 or visiting their website www.dfat.gov.au. We recommend that you review this information both prior to making your booking and prior to departure.

14. UNLICENSED ENTITY DISCLAIMER

If you request Momento Travel Services to arrange for the provision of products or services by a person or company which is not licensed in accordance with any applicable law, Momento Travel Services accepts no liability (whether in contract for negligence or otherwise) for any loss or damage suffered by you as a result.

15. RESPONSIBILITY

Momento Travel Services accepts bookings subject to the following conditions.

- i. A booking is accepted only after Momento Travel Services receives the required deposit and issues the client or their travel agent confirmation invoices. The balance must be paid no later than 60 days before departure otherwise Momento Travel Services will treat the booking as cancelled regardless of whether a deposit is being held.
- ii. Momento Travel Services only acts as a coordinator of tours and an agent for the owners, contractors and suppliers of transportation, accommodation and/or other related travel services provided and assumes no responsibility for the loss or damage to baggage, property or for injury, illness, death or for any damages or claims howsoever caused arising directly or indirectly from accidents, loss or damage to person or property, delays, transport failures, strikes, wars and uprisings or acts of God etc over which we have no control. All coupon receipts and tickets are issued subject to the terms and conditions specified by third party suppliers and all services are subject to the laws of the country where the services are provided.
- iii. All matters directly relating to the services provided by Momento Travel Services are governed by the laws of New South Wales.

Photo Credits: Alamo, Banff Lake Louise Tourism, Brewster, Butchart Gardens, Calgary Stampede, Canadian Tourism Commission, Fairmont Hotels & Resorts, Frontiers North, Great Bear Lodge, Icefield Helicopter Tours, Jonview Canada, Knight Inlet Lodge, Rocky Mountaineer, Tourism British Columbia, Travel Alberta, Tourism Prince Edward Island, Tourism Nova Scotia, Spirit Bear Lodge, Tourism Vancouver, Tourism Vancouver Island, Tourism Victoria, Tourism Toronto, Tourism Montreal, Tourism Quebec City, Tourism Jasper, Tourism Whistler, VIA Rail, Amtrak, California Tourism, Seattle Convention & Visitor's Bureau, Las Vegas Convention & Visitor's Bureau, Arizona Tourism, Utah Tourism, Papillon's Grand Canyon Group.

YOUR PROFESSIONAL TRAVEL AGENT:

BROCHURE CODE CAN12

ASIA PACIFIC TRAVEL MARKETING SERVICES PTY LTD TRADING AS

momento
experiences that move you TRAVEL SERVICES

ABN: 27 003 032 488 | LIC: 2TA002526 | IATA: 02-3 62043

Level 7, Suite 702, 28 Foveaux Street | Surry Hills | NSW 2010 | AUSTRALIA

Office Hours: Mon – Fri: 8:30am – 5:30pm

T: +61 2 9213 0000 | TOLL-FREE: 1 300 300 713 | F: +61 2 9211 0500

E: res@momentotravel.com.au

www.momentotravel.com.au