

INFORMATION & CONDITIONS

You are encouraged to carefully review the full text of our Information & Conditions. Payment of deposit and/or final payment are an acknowledgement of receipt of these information & conditions and constitutes acceptance of such as outlined.

RESERVATION, PAYMENT & CANCELLATION

1. Reservation:

Please fill in the Tour Reservation Form and provide us a copy of your valid travel document such as passport, travel permit etc.

2. Deposit & Int'l Air Ticket

- CAD300 deposit per person (check only) is required when making reservation. In the event that the deposit does not reach us within 10 days after the booking is made, we assume that you no longer wish to travel with us and we will release any arrangement reserved for you. The book form becomes the contract at the time you put deposit. Deposit is non-refundable.

- Upon receiving your deposit, we will reserve the international ticket for you. Please double check your full name (should be same as shown in your passport) and the flight schedule.

- Our reservation agent will inform you when you need to pay for the international air ticket. Usually, the sooner, the better. To pay for the international air ticket, please fill in the **Credit Card Authorization Form**, sign on it and fax to Nexus Holidays together with your credit card copy. Nexus Holidays will inform the airline to issue your ticket.

3. Final Payment:

Final payment must be received no later than 60 days prior to departure. If we do not receive your final payment 60 days prior to your departure, we reserve the right to cancel your reservation and charge cancellation fees accordingly. If the booking is made less than 60 days prior to departure, full amount should be paid when booking.

4. Amendments:

A CAD25 handling fee per change per person applies to any change in air/land arrangements after the booking is confirmed. Once documents/tickets are issued, any change of the booking is considered as cancellation, and then Cancellation Policies apply.

5. Cancellation:

Cancellation Notice by mail or fax must be received by Nexus Holidays. Cancellation fees are agreed to be liquidated damages and not a penalty. The following cancellation fee will be assessed per person accordingly when you cancel your reservation:

- A. 60 or more days prior to departure: CAD200 per person will be assessed.
- B. 30-59 days prior to departure: CAD400 per person will be assessed.
- C. 14-29 days prior to departure: CAD500 per person will be assessed.
- D. 4-13 days prior to departure: CAD1000 per person will be assessed.
- E. Less than 3 days or nonappearance: 100% of total charge.

Besides the cancellation fee from Nexus Holidays, Penalties from Airlines or Train Companies apply if air or train tickets are issued.

TOUR FARE INCLUDES

1. Travel Accident Insurance Plan in China:

·Nexus Holidays provides “Travel Accident Insurance” for free during the tour period in Mainland China. The total coverage amount is RMB 240,000 per person.

It is important for your self-interest and protection to make sure that you have adequate insurance protection against all eventualities throughout your trip. We have added a very reasonable “Tour Cancellation Insurance” option to protect you from the time you make your deposit until the tour ends. Should you need to change your plans, you are still covered. Please contact us or check our travel insurance brochures for more detailed coverage and information.

2. Air Ticket:

·A round trip economy class international air ticket is included with the tour for passenger choosing a tour package. Please call our representative for air ticket flight schedule and /or upgrade issue before make air reservations. If you can't depart or return with the tour group, then a CAD50 service fee will be charged per person.

·Air routing is at the discretion of Nexus Holidays for all of our tour packages. Nexus Holidays reserves the right to change international airline used.

·All taxes and surcharges associated with airline tickets are subject to change at any time during the year. Clients are responsible for such extra changes should they occurs before full payments are received by Nexus Holidays.

·Economy Class China Domestic Airfares are included for both Tour Packages and Land Only.

3. Hotel Accommodation:

Tour fare is based on two adults sharing one twin-bed-room. Single supplement applies for travelers using single room. Please notify travel agent your needs when booking your trip. Nexus Holidays will use hotels listed in the brochure. But we reserve the right to substitute hotels in similar or higher standard if the hotels listed in the brochure are not available.

4. Meals:

Three meals daily will be provided unless specified. Western style or Buffet breakfast is provided in hotel, lunch and dinner in Chinese style are provided in local restaurants licensed by Chinese Local Tourist Administration.

5. Sightseeing:

Sightseeing program is executed according to the itinerary. Nexus Holidays and its offices in China reserve the right to change the itinerary for the reason of weather, fire, strikes, war, flight schedule adjustment or cancellation, safety issue, political reason, custom regulations, natural disasters and others situations which are beyond our control.

6. Admission/Entrance Fee:

All necessary main entrance fees for the programs or places mentioned in the itinerary are included.

TOUR FARE DOES NOT INCLUDE

1. Fuel Surcharge, Government imposed tax and fees. These may change without prior notice.
2. Any personal charges, such as phone bills, laundry, postage, baggage over-weight charge, insurance, beverages, water, etc.
3. Fee for extended stay.
4. Tips for tour leader, tour guides, drivers, bellman, etc.
5. Visa Fee, Passport Application or Re-new Fee. Please check our website for visa requirement and fees for travelling to China and Asia.
6. Airport Taxes: Airport departure and arrival taxes (except China).

7. Any other charges caused by the acts of God, natural disasters, fires, weather, governmental and local authority's orders, political change, strikes, war, riots, quarantine, custom regulations, damages or injury caused by the accident beyond the responsibilities of travel agents and incurred due to the tourist action violating the law.
8. Any items not listed in the itinerary.

SPECIAL REQUESTS

If there are any special requests regarding food, hotel rooms, seat preference on the plane, etc, please let us know prior to departure. While we'll do our best to satisfy you, please get noted that such requests can't be guaranteed.

GENERAL CONDITIONS:

1. **Currency Exchange Rate Fluctuations:** All tour prices are in CAD dollars and are based on the tariff and rates of currency exchange in effect at the time of printing. These rates are subject to change as deemed necessary and fair by Nexus Holidays without prior notices. Please check our website www.nexusholidays.com for up to date information.
2. **Departure Guarantee:** Unless it is a customize tour or there is other separate tour agreement, when the total number of tour members falls below ten persons, Nexus Holidays reserves the right to cancel the tour prior to departure. Liability is limited to full refund of money received by Nexus Holidays. However, once your booking is confirmed and you have paid in full, your departure is guaranteed no matter how many people are in your group.
3. **Passport & Customs:** All customers' passports must be valid for at least 6 months for traveling to foreign countries. For non-Canada passports, please consult with your travel agent for details. Nexus Holidays are not responsible for any rejection of entry by immigration and custom officials, even if the tour participant holds valid passport and proper visas.
4. **Unused Tour Features:** If the services included in the tour cannot be supplied or there are changes in an itinerary for reasons beyond the control of Nexus China Holidays, the expense will be payable by tour participants. The tour participant agrees that neither Nexus Holidays nor its affiliates shall be liable for changes of tour schedules, delay, damages, loss, robbery, fraud, violence, sickness, and injury caused by the act of God, natural disasters, fires, governmental and local authority's orders, a political change, strikes, war, riots, quarantine and custom regulations, also to the damages caused by the accident beyond the responsibilities of travel agents and incurred due to the tourists action violating the law. Any unused tour features whether on air transportation or for land arrangements are NOT refundable.
5. **Baggage:** Baggage allowance for transpacific flight is two pieces per person for checked baggage with combined total dimension not exceeding 106 inches provided neither one exceeds 62 inches nor 50LB. Baggage allowance in China is limited to one piece only and not to exceed 44 lb. Carryon baggage is limited to one piece with combined total dimension not exceeding 45 inches. Excess baggage charge and insurance is at owner's responsibility. Check "Information Center" on our website for Baggage allowance for travelling to other Asia destinations and other information you need to know before departure.
6. **Shopping:** Although happy to assist you with any shopping needs, Nexus Holidays will not be responsible for price, quality, and service of any goods purchased during the tour.
7. **Health:** All tour participants must possess physical or mental conditions good enough for traveling. They must be responsible for their own health conditions. In the event that the tour participants have serious illness, they must provide valid health documents issued by a professional doctor to prove that they are fit for travel. Nexus Holidays will not undertake any legal obligation in participants' health conditions.
8. **Child Fare:** For Children of 11 years old and under, sharing bed with parents and not needing a third bed in the same room, the cost is 80% of a regular adult price. If the child needs the third bed in parents' room, tour cost is 90% of the

regular adult price. Child 12 and over will be charged at regular adult price.

9. **Land Only:** Land Only Fare does NOT include International Airfares (transpacific to and from Asia). Domestic flights within China and Inter-Asia flights listed in tour itineraries are included. International and domestic air schedules are subject to change at any time. If you make your own flight arrangements, Nexus Holidays will not be responsible for any loss resulting from cancellations, delays, or changes in flight schedules.

10. **Other Disclaimers:** The carriers, hotels and other suppliers providing tour services are independent contractors and are not agents, employees, or servants of, or joint ventures with Nexus Holidays or its affiliates. All certificates and other travel documents for tour services issued by Nexus Holidays are subject to the terms and conditions specified by the suppliers and to the laws of the countries in which the services are supplied.

RESPONSIBILITY

Nexus Holidays, as tour operator, acts only as agent. All travel arrangements included in this trip are made on participants' behalf upon express condition that neither Nexus Holidays nor its agents shall be liable or responsible in the absence of its or their negligence for any direct, indirect, consequential, or irregularity of any kind which may be accessioned by reason of any act or omission of any person or entity, including without limitation, any act of negligence or breach of contract of any third party such as an airline, train, motor coach, private car, cruise vessel, boat, or any other conveyance, hotel, sightseeing provider, local ground handler, etc., which is to or does supply any goods or services for this trip. Participant understands that Nexus Holidays neither owns nor operates such third party suppliers and accordingly agrees to seek remedies directly and only with those suppliers and nor hold Nexus Holidays responsible for their acts, omission or commission. Without their limiting the foregoing, Nexus Holidays and its agents are not responsible for any losses or expenses due to delay or changes of schedule, overbooking of accommodations, default of any third parties, sickness, weather, strike, acts of God, acts of terrorism, force majeure, acts of government's civil disturbances, war, quarantine, customs regulations, epidemics, criminal activity or for any other cause beyond its control. All such losses or expenses have to be borne and paid for by the participants.

Nexus Holidays accepts no responsibility for value, reliability, quality or authenticity of any goods purchased while on tour or for any mailing, freight or shipping arrangements.

Nexus Holidays reserves the right to decline, to accept, or retain any person as tour participant, should such person's health, mental condition, physical infirmity or general deperiment impede the operation of the tour or the rights, welfare or enjoyment of other tour participant.

Nexus Holidays reserves the right to substitute hotels, and alter the itinerary, withdraw any tour and make any desirable alteration for the convenience of the operation of tours. Nexus Holidays reserves the right to cancel the tour prior to departure for any reason. Liability for such cancellation is limited to full refund of money received by Nexus Holidays and this will constitute full settlement with the tour member.

All tour fares shown are based on the present value of foreign currencies in relation to the CAD dollars in effect on Sep 30, 2010, and in current tariffs on the same date and are subject to change. In China & Asia, costs are quoted in CAD dollars by Nexus Holidays offices and local handling agencies. However, Nexus Holidays offices and our local handling agencies in China and Asia reserve the rights to alter or adjust its costs. In the event that Nexus Holidays offices and / or local handling agencies in China and Asia increase the cost of any service within China and / or Asia, tour fares are subject to adjustment.

The right is reserved to cancel the tour prior to departure for any reason. In such case, a full refund of all payment will constitute a full settlement with the participant. Nexus Holidays offices and local handling agencies in China and Asia have sole and exclusive control over the operation of all tours in China and Asia. Nexus Holidays offices and Local handling

agencies in China and Asia reserve the right to make alterations or adjustments in the itinerary as to destinations, transportation, accommodations and all other services. Neither Nexus Holidays nor any subsidiary or affiliate of Nexus Holidays shall be responsible for any such alterations made by its offices and local handling agencies in China and Asia. Baggage is carried at owners' risk and baggage insurance is recommended. Nexus Holidays is not responsible for typographical or printing errors or omissions in this brochure. Nexus Holidays accepts no responsibility for cost, which may occur as result of a participant failing to secure adequate insurance coverage, which is highly recommended. Generally, your health insurance does not cover the expenses outside Canada. Nexus Holidays is not responsible for participants' visa or passport requirements, nor any refund of unused services, nor the reimbursement of any additional expenditure if a participant's entry to a country is denied for any reason.

The general conditions under which you agree to utilize the services of Nexus Holidays may not be amended in any way, except in writing, by an authorized officer of Nexus Holidays.

The issuance of tickets and vouchers shall be deemed to be consent to above information and conditions.