

On the Road in China

A Driving Holiday Service Operated by Luxury Driving Experience Ltd., Hong Kong Travel Agency License 353338.

Booking Conditions [Version 4]

1. Purpose

The Company is organizing an excursion in mainland China in which the Customer wishes to participate. The parties have agreed that the Customer and the other Travellers (if any) named in the Booking Form shall participate in the Tour on the terms set out herein.

2. Booking and Effectiveness

The Customer's booking and this Agreement take effect when the Company confirms to the Customer in writing its receipt and acceptance of the Booking Form together with the Deposit.

3. Tour Price and Features

3.1. Features

3.1.1. The principal features of the Tour are set out in the Tour Description document delivered to the Customer prior to or together with these Conditions.

3.1.2. Accommodation, arranged sightseeing and other individual features of the Tour are subject to change at any time due to unforeseen circumstances or circumstances beyond the Company's control. Every effort will be made to operate the Tour as planned or offer substitutes that are of equal interest and value but alterations after the Go/No-Go Date may be unavoidable and shall not be deemed to be a cancellation under Condition 7.

3.2. Price

3.2.1. The price of the Tour specified in the Booking Form includes planning, handling and operational charges, and is based on current rates of exchange, tariffs and taxes in effect at the date when the Booking Form is given to the Customer.

3.2.2. The Company reserves the right to increase the price of the Tour to cover increased costs, tariffs and taxes incurred or notified thereafter and to reflect fluctuations in foreign exchange markets whereupon the increased price shall become the price of the Tour for all the purposes of this Agreement. The Company is under no obligation to give a breakdown of the costs involved in the Tour.

3.2.3. Should the Company increase the price of the Tour by more than 10% after part or full payment by the Customer but before the Go/No-Go Date, the Customer shall be entitled to cancel the booking by notice in writing given not later than one week after being notified of the increase and receive a full refund of all sums paid hereunder.

3.2.4. The price of the Tour may not be increased after the Go/No-Go Date.

4. Payment

4.1. Instalments

4.1.1. The Deposit shall be paid on the date and in the amount specified in the Booking Form and shall not be refundable in any event.

4.1.2. The balance of the cost of the Tour shall be paid the number of days prior to the departure date specified in the Booking Form (herein and in the Booking Form referred to as "Day 1").

4.1.3. If the deposit is paid on or after the due date for payment of the balance of the cost of the Tour, then the full price of the Tour shall be paid in one lump sum.

4.2. Payment Methods

4.2.1. Payment may be made by the methods stated in the Payment Methods document maintained on the Company's website and shall be deemed to have been made when the Company receives value therefore in its account and not before.

4.2.2. All prices are net and must be received by the Company in full prior to Day 1. All remittances by wire or electronic remittance must expressly provide that all remittance charges are for the account of the payer.

4.3. Default

4.3.1. Failure to pay the balance shall be deemed to be cancellation of the booking by the Customer and, in such event, the Company may treat the Customer as having cancelled for the purposes of Condition 7.

4.3.2. The Customer shall reimburse to the Company any charges incurred in respect of dishonoured cheques.

5. Vehicle Deposits

5.1. Payment

Where the price includes a Vehicle Deposit, such deposit shall be paid in advance together with the booking fee.

5.2. Repayment

5.2.1. The Company will procure the repayment of the Vehicle Deposit at the end of the Tour subject to any deduction or withholding made in accordance with the provisions of these Conditions.

5.2.2. Deductions or withholdings may be claimed by the service provider from whom the Vehicle was rented for any damage occasioned to the Vehicle or compensation payable to a third party by the Driver or under the provisions for allocation of damage contained in clause 10.

5.2.3. The Company will use all reasonable endeavours to procure release of the Vehicle Deposit and will assist Travellers in negotiating the same. But the Company shall not be liable to the Customer or to any Traveller or other person claiming through the Customer to make good or compensate any such person for any part of any Vehicle Deposit retained by any service provider.

5.2.4. The Company will itself refund the Vehicle Deposit to the Customer if the same has not been recovered from the relevant service provider within two (2) calendar months from the end of the relevant Tour without any reasonable claim being made for a deduction or offset under the provisions of these Conditions.

6. Customer Requests and Variations

6.1. Special Requests

6.1.1. If the Customer has any special requests, he should inform the Company at the time of booking. The Company and its suppliers will use reasonable commercial endeavours to meet any special requests of which it has been informed at the time of booking. However, such requests shall not form part of this Agreement and:

- this Agreement is not conditional on the fulfilment of any special request;
- the Customer may not be specifically notified if a special request cannot be met; and
- the Company shall in no circumstances be liable for any failure to meet any special request.

6.1.2. Subject to the remaining provisions of this condition, the Customer may, not later than 90 days prior to Day 1, request variation of any of

the individual optional and variable features of the Tour for a Traveller and the Company will use reasonable commercial efforts to accommodate them subject to the Customer's approval of any consequential price differences without responsibility in the event of failure. Such variable features may include hotel bookings, event participation and the like.

6.1.3. Every such request shall be in writing accompanied by payment of an administration fee of HK\$250.00.

6.2. Substitution of Traveller

6.2.1. Subject to the provisions of this sub-clause, the Company will make every effort to accept a request to substitute one Traveller for another but the final decision will be entirely within the discretion of the Company and neither the Customer nor any person claiming through the Customer shall have any claim of any nature against the Company or any of its officers, agents or staff in the event of rejection.

6.2.2. Any approval of a substituted Traveller shall be subject to:

- the Traveller complying with all of the requirements of these Conditions as to travel documents, visas licences and the like and otherwise observing and performing the provisions of these Conditions;
- the substitution being acceptable to all third party service providers to the tour.

6.2.3. A request for substitution of a Traveller shall be in writing accompanied by payment of an administration fee of HK\$250.00

7. Cancellation

7.1. Of the Tour

7.1.1. The Company may cancel the Tour by notice in writing at any time prior to the Go/No-Go Date if the Minimum Size of the Tour group has not been obtained or if any major world, regional or China event adversely affects international travel patterns or the itinerary of the Tour or any other circumstance makes it impractical to continue the Tour as planned.

7.1.2. In such an event the Company may offer to the Customer a modified or replacement tour and the Customer shall be free to book that tour (in which event the modified or replacement tour shall become the Tour for all the purposes hereof) or to cancel the booking and obtain a refund of all sums paid hereunder.

7.1.3. If the price of a replacement Tour accepted by the Customer shall be higher or lower than the price of the original Tour, then the Company shall deliver to the Customer a new Tour Description, the Company and the Customer shall exchange a new Booking Form and any additional payment or refund shall be made immediately as circumstances require.

7.2. By the Company

The Company may terminate this Agreement and the participation in the Tour of the Customer or any Traveller if the Customer or Traveller concerned fails to meet all the criteria and requirements for such participation or is in default in respect of any of the provisions of these Conditions in which event the Customer shall be deemed to be the cause of termination and the provisions for termination by the Customer shall apply.

7.3. By the Customer

7.3.1. The Customer may cancel the booking at any time by notice in writing to the Company in which event the a Customer shall, subject to the remaining provisions of this Condition, be entitled to refund of the proportion specified on the Booking Form of the monies paid prior to the date of cancellation.

7.3.2. In the case of cancellation by the Customer a cancellation charge in the amount of HK\$1,500.00 will be charged and, if a refund is made, will be deducted from the refund.

7.4. Abandonment

7.4.1. A traveller who is unable to complete or abandons the Tour before its completion shall not be entitled to any refund but shall not be obliged to pay any cancellation charge.

7.4.2. If the cause of abandonment is the death or serious illness of the Traveller requiring hospitalization, then evacuation will be handled by the providers of the Company's evacuation insurance referred to in Condition 8.2.

7.4.3. In any other circumstances, the Company will assist the Traveller to make arrangements for repatriation at the Traveller's own cost.

7.5. Disbursements and Refunds

7.5.1. Except where termination is the result of failure to meet the Minimum Size, the Customer shall in all circumstances be liable to reimburse the Company for all out of pocket disbursements incurred prior to cancellation including but not limited to visa and licence fees, transport tickets purchased, airline upgrade and cancellation fees.

7.5.2. When paying refunds, the Company will use all reasonable commercial endeavours to recover from its service providers (including but not limited to airlines) all sums paid to them prior to the date of the refund but shall not be liable to refund to the Customer or any Traveller any of such sums which it is unable to recover regardless of the circumstances giving rise to the refund.

8. Insurance

8.1. Cancellation Insurance

The Company does not provide insurance against cancellation for any reason or for recovery of any processing fees paid hereunder and strongly recommends that the Customer and Travellers obtain their own cover against the risk.

8.2. Medical and Evacuation Insurance

8.2.1. The Company will secure an international travel insurance coverage that includes 24-hour remote medical support, evacuation and repatriation service provided by a provider such as International SOS Limited

8.2.2. A copy of the conditions and limits of this service will be provided to the Customer upon confirmation of booking.

8.2.3. This service does not cover medical expenses arising through illness or accident prior to the Tour or any loss arising from cancellation or curtailment of the Tour for insurable reasons whether relating to the Tour itself or to a Traveller personally.

8.3. Other Cover

The Company will, on request, provide the Customer with particulars of the insurance cover provided by the Company for the Tour and strongly recommends that the Customer and Travellers obtain such additional cover as they consider necessary or desirable.

8.4. Collision Damage Waiver

The vehicle insurance provided by the Company includes "collision damage waiver" which limits the excess or contribution payable by the Traveller as driver of the Vehicle in the event of an accident to a fixed percentage of the value of the Vehicle as specified in the Booking Form. The Customer may request additional collision damage waiver to reduce the limit of excess or contribution and the amount so chosen is specified on the booking form.

9. Documents

9.1. Delivery to Customer

9.1.1. Except as otherwise agreed in writing, the Company will send all physical documents for the purposes of the Tour to the Customer's billing address on the Booking Form by ordinary mail or, at the written request and cost of the Customer by registered mail.

9.1.2. The Company shall not under any circumstances be liable for any loss or delay in delivery of documents in the course of transmission by post.

9.2. Traveller's Documents

9.2.1. The Customer must ensure that all Travellers are aware of all relevant passport, visa, vaccination and other health certificate requirements and that they allow adequate time to obtain them. Travellers should note that many countries require that passports are valid for six months beyond the period of the Customer's stay. Requirements can change and it is the Customers' responsibility to ensure that they comply with current passport, visa and health requirements and take all necessary documents with them to gain enter, pass through and exit any country or region which forms part of the Tour. The Customer will be solely responsible for any cost, loss or damage which any Traveller or the Company incurs as a result of failure to obtain all necessary passports, visas and/or vaccinations.

9.2.2. The Customer must send to the Company by mail, fax or e-mail to arrive not later than the Document Submission Date specified in the Booking Form a copy of each of the Required Documents specified in the Booking Form.

9.2.3. If the Customer or any Traveller is refused entry to or exit from a country on the grounds of any deficiency in documentation or procedural formality, no refund or compensation of any kind will be paid and the Company shall not be liable to the Customer or the relevant Traveller or any person claiming through him for any reason whatsoever.

9.3. Chinese Driving Licences

9.3.1. For each Traveller who has been named as a Driver on the Booking Form, the Company will facilitate application for a Temporary Chinese Driving License for use during the Tour on condition that the required documentation has been submitted to the Company by the Driving License Application Submission Date notified to the Customer by the Company.

9.3.2. The Customer understands that the application process involves a health-check that requires meeting the following criteria: age between 18 and 69 (inclusive), eyesight correction not greater than ± 5 , acceptable hearing acuity, normal movement of upper and lower limbs and torso and no red/green colour blindness. The Customer accepts that, although it is most unlikely for the application to fail, there is always risk that it might do so. If a Traveller has or suspects that he might have any deficiency in respect of any of the above health criteria, he should notify the Company at the time of submission of documents under this Condition and seek any necessary medical advice and/or certificate.

9.3.3. If a Traveller's licence application fails for whatever reason, the Company will use reasonable commercial efforts to offer the Traveller a substitute driver for the Tour at the expense of the Traveller. If the Customer chooses not to accept the offer of a substitute driver for that Traveller, the Customer may by notice in writing cancel the booking and the Tour for the Traveller concerned without payment of any penalty by the Customer or Traveller or any refund by the Company whereupon neither party shall be under any further liability to the other.

9.3.4. No refund or compensation will in any circumstances be paid if the Customer or any Traveller fails to obtain a Chinese driving licence for any reason whatsoever and is thereby unable to drive and proceed with the Tour.

9.3.5. During the Pre-Departure Meeting a briefing will be given on significant differences between international and Chinese traffic regulations and "rules of the road". All Drivers are expected to observe China's traffic regulations. The

Company accepts no liability for ignorance about these regulations.

No Traveller will be permitted to join the Tour without a passport valid for the period of 6 months after the end of the Tour and all necessary visas and no refund will be made to any Traveller not permitted to join the tour by reason of default hereunder. No Driver will be permitted to drive a Vehicle unless he is at the time when he is driving the holder of a valid Chinese Driving License.

10. Allocation of Damage

10.1. Driver's Fault

The Customer accepts full and unconditional responsibility for the cost of any damage to a Vehicle or other equipment provided by the Company and for all compensation payable to any third party as the result of any accident or other event suffered by, in or in connection with a Vehicle while being driven by a Traveller where such damage or event is not the result of reasonable wear and tear, third party fault or unavoidable accident to the extent such damage is not covered by insurance.

10.2. Third-Party or No Fault

Where the damage to a Vehicle is the fault of a third party or it is impossible to attribute the fault to any identified party, then the Driver shall (through the Customer) contribute one-third of the net excess contribution required by the insurance company covering the Vehicle (after receipt of any compensation from the third party) and the Company shall contribute two thirds.

10.3. Shared Vehicle

10.3.1. Where the Customer shares a Vehicle with another Customer who has joined the Tour under the provisions of a different Booking Form then the provisions of this clause governing allocation of responsibility for any accident or other event suffered by, in or in connection with a Vehicle, shall apply.

10.3.2. The Vehicle Deposit payable by the Customer as provided in Condition 5 shall be calculated as an equal share of the total Vehicle Deposit required from all of the Drivers of that Vehicle (or the Customers responsible for them).

10.3.3. Where such accident or event is agreed or found by a court of competent jurisdiction or by the investigating insurance company to have been the fault of an individual Driver named in this Booking form or some other Booking Form, then that Driver shall be responsible to pay any part of the cost of the damage or compensation which is not covered by the insurance of the Vehicle.

10.3.4. Pending or in the absence of such determination of fault, the cost of such damage or compensation shall be shared between the Customers who were Drivers of that Vehicle or responsible for Drivers of that Vehicle in equal shares without regard to which of the Drivers was driving at the time of the accident or other event.

10.4. Offset against Vehicle Deposit

10.4.1. Pending determination of responsibility as provided in this clause, the amount for which the Customer is deemed hereunder to be responsible may be deducted from the Vehicle Deposit as provided in Condition 5.

11. Complaints and Refunds

11.1. Making a Complaint

11.1.1. If a Traveller has a complaint about any arrangements for the Tour, the Customer must bring it to the attention of the Tour Leader or other responsible representative of the Company at the time so that they may use their reasonable endeavours to rectify the situation during the course of the Tour. Failure to complain at the time will affect the Customer's ability to claim compensation from the Company under this Condition.

11.1.2. If the Tour Leader is unable or unwilling to rectify a complaint to the satisfaction of the Traveller, then the Customer must obtain written confirmation of the fact from the Tour Leader who shall be bound to provide such confirmation on request.

11.2. Self-Rectification

Upon receipt of such written confirmation and, if the Traveller reasonably considers that the issue about which the complaint was made is not trivial, then the Traveller shall be free to take steps to rectify the situation personally and to recover from the Company all reasonable and properly vouched costs incurred in so doing.

11.3. Making a Claim

11.3.1. Complaints about any problems that were not rectified during the course of the Tour and claims for refunds of expenses incurred in the course of self-rectification of such problems must be made in writing to the Company within one calendar month from completion of the Tour and be supported by the written confirmation of the Tour Leader of his inability or unwillingness to rectify the problem and all necessary vouchers for cost incurred in the course of self-rectification.

11.3.2. The Company will pay reasonable compensation if a Traveller's enjoyment of the Tour has been materially adversely affected as a result of the matter complained about but will pay no compensation if there has been no fault on the part of the Company or its service providers and the reason for the failure in the tour arrangements was the Customer's fault or indisposition (which the Traveller should insure against) or due to the actions of someone unconnected with the operation of the Tour or if the circumstances could not have been reasonably foreseen or avoided by the Company or its service providers.

11.3.3. All Travellers' complaints must be lodged by or through the Customer.

12. Tour Leader, Crew and Pre-Departure Meeting

12.1. Tour Leader and Crew

The Company will assign a Tour Leader and such other crew members as it may in its own absolute discretion deem necessary or desirable for the proper conduct and management of the Tour. The Tour Leader and crew members shall have the same authority in making and executing decisions that affect the operation of the Tour as a captain of a ship has in relation to the operation of his ship.

12.2. Pre-Departure Meeting

12.2.1. A Pre-Departure Meeting is held at the Pre-Departure Meeting date, time and venue specified on the Booking Form or otherwise notified to the Customer by the Company in order to brief Travellers on the details of the itinerary and conduct of the Tour and to meet the Tour Leader, crew members and fellow Travellers.

12.2.2. Except with the prior written consent of the Company or in very extenuating circumstances and in the discretion of the Company, failure to attend the Pre-Departure Meeting will be deemed to be late cancellation of the Tour on the part of the Traveller concerned and the provisions of Condition 7 shall apply.

13. Behaviour and Drugs

13.1. General Behaviour

13.1.1. It is the Customer's responsibility to ensure that no Traveller behaves in a way which may be expected to endanger or cause offence to any other Traveller, crew member or the local community or damage to any Vehicle or any property belonging to others. In the case of any such behaviour, the Tour Leader or, in his absence or incapacity, any other crew member shall have the right to terminate this Agreement and to refuse to allow the offending Traveller and/or (in the absolute discretion of the Tour Leader or crew member concerned) the

Customer to participate further in the Tour. Upon such termination, the Company's service providers shall be under no further obligation to provide any further services or facilities to the Traveller concerned and/or (as the case may be) to the Customer.

13.1.2. In particular, all Travellers must obey all national, regional and local laws and regulations in effect in the places visited. Wilful failure to do so shall be deemed to be offensive behaviour for the purposes of this Condition.

13.2. Illegal Drugs

13.2.1. Under no circumstances are any illegal drugs allowed on any part of the Tour. Anyone discovered in possession of any such drugs will be automatically deemed to be guilty of offensive behaviour hereunder and asked to leave the Tour immediately without question or refund.

13.2.2. Termination under this condition shall be deemed to be late cancellation by the Traveller concerned and/or (as the case may be) the Customer and the provisions of Condition 7 shall apply. In addition the Customer shall be liable to reimburse the Company for any expenses whatsoever that it incurs as a result of such behaviour

All Travellers should be aware that all Asian countries have very strict laws and procedures concerning illegal drugs and that simple possession may expose the possessor of such drugs to life imprisonment or even the death penalty. The Company shall have no liability under any circumstances for the consequences of a Traveller being found in possession of illegal drugs.

14. Fitness

14.1. Strenuous Activities

Many Tours are in the nature of an adventure and will include activities that require a minimum level of fitness equivalent to that obtained by a normally healthy person engaging in routine daily exercise such as golf, jogging, energetic walking, tennis and the like. Activities during the Tour may include (but are not limited to) hiking, off-road walking, walking on uneven steep cobbled streets, horseback riding, activities taking place in high altitude, off-road mountainous driving and navigating uneven terrain. The Customer and each Traveller should check the Tour Description to ascertain whether it includes activities that they may be unable or unwilling, for health or any other reasons, to participate in. The Company accepts no responsibility for any illness or accident suffered by a Traveller by reason of his incapacity to fulfil or participate in any of the Tour's activities.

14.2. General

14.2.1. In all cases, the Customer is obliged to notify the Company in writing if any Traveller has any physical or other condition or disability that might be expected to create a hazard to himself or herself, to other Travellers or crew members or to the local community. The Customer warrants that no Traveller has any such condition or disability of which written notice has not been given to the Company.

14.2.2. If any activity undertaken during the Tour includes a cruise or excursion or transfer by boat of any sort, the Customer must make it known at the time of booking if any Traveller is unable to swim. This will not prevent the Customer from participating in the tour but will enable the Company to take additional precautions for the Customer's safety at such times as may be appropriate

14.2.3. If in his own unfettered discretion the Tour Leader or a responsible crew member is of the opinion that any Traveller does not meet the minimum level of fitness for a particular activity, he may prohibit the Traveller from participating in that activity. Disregarding such a prohibition shall be deemed offensive behaviour under the provisions of Condition 13.

14.2.4. If a Traveller shall be taken ill and become unable to participate further in the Tour as a result of participating in an activity for which the

Traveller had a known hazardous condition or disability which was not disclosed to the Company in writing prior to commencement of the Tour, then the termination of the Tour by reason of such illness shall be deemed to be a late cancellation by that Traveller and the provisions of Condition 7 shall apply.

14.2.5. The Company may impose upper and/or lower age, height or weight limits for a Tour and a Tour Leader or responsible crew member may impose upper or lower age, height or weight limits for any individual activity which all Travellers shall be required to observe.

14.3. Altitude Sickness

Where the Booking Form states that the Tour visits high altitude locations, then without prejudice to the generality of the provisions of this Condition, the Customer for himself and each of his Travellers warrants (and every Traveller shall be deemed to have warranted) that he, they and each of them has read and understood the high altitude-related information in the Company's Tour Description, has made such further investigations in that connection as he deems fit and has taken such medical advice as he deems appropriate. The Company shall not be liable to any Traveller or any person claiming by, through or under the Traveller for the consequences of the Traveller suffering at any time and in any place during the Tour from altitude sickness including damage to the brain or death.

15. Photography

15.1. Restrictions

All Travellers must comply strictly with any restrictions on photography imposed by the local authorities in the locations visited during the course of the Trip and wilfully failing to comply with any such restriction shall be offensive behaviour for the purposes of Condition 13.

15.2. Privacy

Except where a Traveller has notified the Company to the contrary in writing, every Traveller shall be deemed to have granted to the Company and the crew (in their capacity as crew members and not personally) the right to use and permit others to use the Traveller's image and likeness together with or without the Traveller's first name (but not last name without the prior consent of the Traveller) in any publication promoting the Company, China and its attractions and/or any sponsor of the Trip and the products of any such sponsor but not further or otherwise.

16. Customer's Acknowledgements, Warranties and Responsibilities

16.1. Fitness

The Customer for himself and every Traveller:

16.1.1. warrants that the Customer and every Traveller has acquainted himself with the features of the Tour provided in the Tour Description;

16.1.2. acknowledges that every Traveller is aware of the extent to which the Tour constitutes travel in the nature of adventure in which certain risks are inherent and unavoidable including but not limited to driving on unsecured roads, horseback riding, hiking, attack by wild animals, local ethnic tensions, inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of a medical emergency;

16.1.3. waives and releases the Company, its directors, officers, agents and staff from any and all liability arising out of any occurrence of whatsoever nature during the course of the Tour that may, with or without the benefit of hindsight, be deemed to be a risk of adventure.

16.2. Assumption of Risk

16.2.1. Whilst the Company will use reasonable efforts to provide up-to-date information about weather, political risk and other matters that might affect the Tour or a Travellers' participation in the tour, it is the Traveller's personal responsibility to become and remain informed about the most current travel advisories issued by the Traveller's country of

citizenship or residence or any other relevant country or authority. In the event of an active travel warning against travel to any specific destination or location of the Tour, should the Customer still choose to travel despite such warning, the Traveller shall be deemed to have assumed all risk of personal injury, death, property damage or other risk of any nature whatsoever that may arise out of any event of the nature warned against.

16.2.2. All baggage and personal effects are at the owner's risk throughout the Tour.

16.3. Age

Every Traveller under the age of 18 must be accompanied by a parent or a guardian who accepts full responsibility for them and subject, in all cases, to the ultimate discretion of the Company. The Customer warrants that the date of birth of each Traveller shown on that Traveller's passport submitted to the Company is true and accurate.

16.4. Truth and Accuracy

The Customer warrants that the information submitted to the Company on the Booking Form and in all other documents and submissions is true and accurate in all respects, that all original documents submitted to the company are the genuine original that they purport on their face to be, and all copies are true and accurate copies of their respective originals.

17. Exclusion and Limitation of Liability

17.1. Exclusion

17.1.1. The Company has organised and will operate the Tour as a benefit for its Customers participating in the Tour. Neither the Company nor any of its employees, shareholders, officers, directors, agents or assigns owns or operates any entity which agrees to or does provide products or services to Travellers for any of the purposes of the Trip. The Company purchases all such products and services from independent suppliers. The Company will use all reasonable commercial endeavours to compel performance by such suppliers of their contractual commitments to the highest level of service achievable but shall not in any circumstances be liable for any breach of contract or negligent or wilful act of any such supplier or any person for whom any such supplier is responsible.

17.1.2. In particular but without prejudice to the foregoing the Company is not responsible for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labour activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of any Vehicle or any aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

17.2. Waiver and Contribution

17.2.1. Each Traveller shall be deemed to have waived all claims against the Company hereunder except in the case of fraud, deliberate wrongful act or gross negligence on the part of the Company or any officer or employee of the Company.

17.2.2. The Company shall not in any event be liable for any damage to the extent that it was caused or contributed to by the act or inaction of a Traveller who suffered the damage.

17.3. Limitation

17.3.1. If, notwithstanding the above, the Company shall be found liable for any loss or damage suffered by the Customer or a Traveller, then the liability of the Company in respect of any such claim shall be limited as set out in this sub-clause.

17.3.2. In the event of the death, illness or injury of or to a Traveller which is the result of using a means of transport (including but not limited to airplane, boat, bus or train), then the amount of compensation recoverable from the Company hereunder shall be limited to the amount recoverable from the relevant common carrier or transport provider and further limited to that agreed in international laws, treaties and agreements.

17.3.3. In particular but without prejudice to the foregoing, the amount of compensation recoverable in respect of airplane flights shall be limited to the amounts provided by the Montreal Convention, the Moscow Convention and any other international convention or treaty.

17.3.4. The amount of the Company's liability hereunder for damage to property shall, except in the case of fraud or gross negligence on the part of the Company or a party for whom it is responsible hereunder, be limited by any relevant international convention or treaty and further limited to twice the price of the Tour paid by the Traveller making the claim.

18. Privacy and Data Protection

18.1.1. All personal data provided to the Company by the Customer or any Traveller shall be dealt with strictly in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and the Company's Privacy Policy a copy of which may be obtained upon request to the Company or at www.ontheroadinchina.com/privacy.html.

18.1.2. A Traveller may obtain a copy of the information about that Traveller held by the Company at any time in accordance with provisions of the aforesaid Ordinance.

19. Notices

Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or fax number set out in the Booking Form (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other). Notices will be deemed delivered 48 hours after posting; at the time of delivery if delivered personally; or at the time of dispatch by fax or e-mail

20. Force Majeure

Neither the Company nor the Customer or any Traveller shall be liable to the other for failure or delay in the performance of any of its or his respective obligations under these Conditions for the time and to the extent such failure or delay is caused by riot, civil commotion, war, hostilities between nations, governmental law, order or regulation, embargoes, action by any Government or any agency thereof, act of God, storm, fire, accident, strike, sabotage, explosion, or other similar or different contingencies beyond the reasonable control of the relevant party.

21. Agreement and Status

21.1.1. The agreement constituted by the Company's acceptance of the Customer's booking subject to these Booking Conditions shall, together with the Booking Form submitted by the Customer, constitute the entire agreement between the Customer and the Company in relation to the relevant Tour, shall exclude all other terms and conditions as between the Customer and the Company other than any applicable international conventions and shall supersede all prior or contemporaneous communication or information provided. No agent or employee of the Company other than a director of the Company has the authority to vary or omit any of these conditions or promise any discount or refund.

21.1.2. This Agreement is between the Company and the Customer. The Company shall have no liability of any kind to the Customer or to any other Traveller in respect of the Tour or any matter arising directly or indirectly out of the Tour whether in contract, tort or otherwise except as expressly provided or necessarily

implied herein and (in the case of any Traveller other than the Customer) by and through the Customer hereunder. By participating in the Tour every Traveller is deemed to have accepted all of the conditions of this Agreement.

22. Jurisdiction and Arbitration

22.1.1. This Agreement shall be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China except to the extent that it is necessary to determine whether an act or omission done or omitted in China was lawful or unlawful which shall be determined in accordance with the provincial law of the location of the act or omission..

22.1.2. All disputes arising in connection with this Agreement shall be finally settled by arbitration in Hong Kong in the English language pursuant to the provisions of the Arbitration Ordinance, Cap. 341 of the Laws of Hong Kong by one or more arbitrators appointed in accordance with such rules.

22.1.3. The institution or prosecution by either party of litigation for the purpose of protecting or preserving any right or preventing any lapse or default of any right or any abuse by the other party shall not be deemed to constitute waiver of the right to compel arbitration.

22.1.4. The prevailing party in any proceedings at law or by arbitration relating to this Agreement shall receive, in addition to any other recovery, its reasonable and actual legal fees and costs.

22.1.5. No punitive damages may be claimed by or awarded to either party hereunder.

22.1.6. Any judgment of any court having jurisdiction hereunder and any award of an arbitrator or arbitrators made hereunder shall be enforceable in any jurisdiction throughout the world.