



SEE WHAT OTHERS WON'T

RuralChina Booking Terms and Conditions

Acceptance of Terms

Your use of this Website, located at <http://www.rural-china.net>, is subject to your irrevocable acceptance without modification of these Booking Terms and Conditions of use (the "Terms") and you agree to use this Website in accordance with and subject to these Terms. The Terms as set out hereunder constitute the entire agreement between you and RuralChina ©. RC trading as Rural China ("Rural China"). By accessing any part of this Website, you consent to be bound by these Terms and re-affirm that agreement every time you use this Website. If you do not read or accept any part of these Terms, do not use this Website. These Terms are applicable to all pages and areas of the site, publicly visible or otherwise.

1) Your Travel Contract

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our proforma invoice.

2) Your Financial Protection

We will provide you with the services you have bought (or a suitable alternative). In some cases when we aren't able to do so for reasons of insolvency, an alternative travel operator may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree and accept that in those circumstances the alternative travel operator will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative travel operator.

3) Your Travel Price

- a) We reserve the right to alter the prices listed on RuralChina website as well as prices listed on our brochure. You will be advised of the current price of the trip that you wish to book before your contract is committed.
- b) When you proceed with your booking you must pay a 30% deposit. The balance of the price of your travel arrangements must be paid at least 20 days prior to your departure date. If the deposit and/or your balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid on time we shall retain your deposit.

4) If You Change Your Booking

If, after our confirmation proforma invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administrative charge of CNY 300 per person plus any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date and you should contact us as soon as possible for alternations as such. Note: Certain travel arrangements (such as Air Tickets) may not be changeable after a reservation has been made and any alternation request could occur in a cancellation charge of up to 100% of that part of the arrangements.

5) If You Cancel Your Trip

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received in our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below:

Over 30 days prior to commencement	Deposit only
20-19 days prior to commencement	50%
10 days or no show	100%

*The trip price does not include visas, visa processing fees, travel, which shall be 100% forfeit in all cases. In addition if an element of the Tour is a scheduled air fare, then you should be aware that the tickets are usually issued immediately upon us receiving your deposit payment. If you cancel the Tour after the date on which tickets are issued the airline will in most cases impose cancellation charges which will usually be the full cost of the airfare. The Company will advise you of these charges before cancellation. These cancellation charges will be passed on in full and are in addition to any other cancellation charges listed above.

6) **If We Change or Cancel Your Trip**

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 20 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

If we make a major change to your trip, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your holiday and receiving a full refund of all monies paid.

7) **If You Have A Complaint**

If you have a problem during your trip, please inform your guide or relevant supplier (e.g. your hotelier) and our local representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing us giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our local representative without delay. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday and this may affect your rights under this contract.

8) **Our Liability to You**

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 2 times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

It is common and accepted practice for transport methods employed on our trips to run with delays, or to run below operational standards that would be regarded as normal in Western Europe. We cannot accept any claim of any nature which relates to any failure of transport operators to conform either to timetables supplied by us or to their own timetables or arises from deviations from operational standards by transport operators whose services form part of our itineraries (whether original or amended).

9) **Prompt assistance in resort**

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

10) **Passport, Visa and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

11) **Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday

provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

12) Insurance

We consider adequate travel insurance to be essential. You must ensure you take out a policy which includes appropriate cover for medical expenses and for your repatriation to your home country in the event of medical need and for loss or damage of belongings. Please read your policy details carefully and take them with you on trip. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

13) Privacy

- a) Rural China is committed to respecting the privacy of all its visitors. Your email address, password and date of birth are never visible to the general public. Rural China will not pass on or sell any of your personal information to other parties, it is strictly used for the functionality of this Website.
- b) Rural China may collect, store and use information submitted by the users to process registration. This information may be used by Rural China to communicate with you relating to your Website visits.
- c) Rural China may use general information regarding Website usage to improve this Website and develop its features. This general information may also be made known to third parties. These statistics are solely for informative purposes and will not include information to identify an individual.
- d) By the very nature of the internet, information that is publicly visible online might appear in search engine results or be linked to by other Websites.

14) No Resale of Service

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service.

15) Changes

- a) Rural China reserves the right to change the functionality of this Website. Rural China may add, delete or stop offering content, functions and/or any other part of this Website at it's own discretion at any time.
- b) Rural China reserves the right to change these Booking Terms and Conditions from time to time. The Booking Terms and Conditions governing your use are based on what is in effect at your time of use. The new Booking Terms and Conditions will be posted on this page. These Booking Terms and Conditions were last modified on the date listed below this text window.

Contact

If you have any questions, please contact Rural China [info at rural-china dot net](mailto:info@rural-china.net)
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