



[Galaxy Tour, 上海旅之因私出入境旅游咨询有限公司] MandarinKyle China Tour Terms and Conditions

please read carefully

Effective Date: 01/11/2024

1. Scope and Applicability

These Terms and Conditions, along with our Privacy Policy and any additional policies, govern all bookings and participation in tours provided by Galaxy Tour (上海旅之因私出入境旅游咨询有限公司), hereinafter referred to as "**Galaxy Tour**". By booking a tour, you (the "Participant") agree to be bound by these Terms and Conditions. References to "you" and "your" include all persons on whose behalf a booking is made and any other individual to whom a booking is transferred. Please read them carefully as they set out our respective rights and obligations.

Upon making a booking, the primary individual named on the booking hereby agrees on behalf of all persons listed in the booking that:

- (a) they have read and understood these Booking Conditions (along with general tour information, including the sections titled "Information About Our Tours," "Tour Prices," and "How to Book," as provided in our brochure and/or on our website: thegalaxytour.com) and possesses the authority to, and does, accept to be bound by them;
- (b) they acknowledge and accept the inherent risks associated with adventure travel;
- (c) they consent to our use of personal data as outlined are authorised, on behalf of all persons named in the booking, to provide us with their personal information, including, where applicable, special categories of data (such as passport details, visa information necessary for scheduling appointments, health conditions or disabilities, and dietary requirements);
- (d) they are over the age of 18 and, when ordering services with age restrictions, confirm that they and all members of their party meet the age requirements for those services;
- (e) they grant us permission to use any media captured during travel, including a default license for portrait privacy where applicable.
- (f) they do not have any pre-existing medical condition or disability that may impede their ability to participate in the tour. Should any individual have a medical condition or disability that could affect their tour arrangements, they agree to contact us prior to booking, as referenced in Clause 17 below, to discuss the suitability of the selected arrangements;
- (g) they accept full financial responsibility for the payment of the booking on behalf of all persons detailed in the booking.

This contract is exclusively between the Client ("you") and [Galaxy Tour] ("us"). We mutually agree that this contract, along with any disputes, claims, or other matters arising from it (except as specified below), shall be governed solely by the laws of the People's Republic of China. Additionally, both parties consent to

resolve any dispute, claim, or matter of any description (including those involving personal injury) exclusively through the Shanghai High People's Court.

However, if you reside in China and elect to do so, you may choose the applicable jurisdiction within your locality for matters governed by Chinese law. None of our employees are authorised to modify, omit, or make exceptions to any terms of this contract. Furthermore, any promise of a discount or refund shall be binding only when confirmed in writing by [Galaxy Tour].

2. Refund Policy

2.1 Standard Refund Policy

You may cancel your booking within 2 days of purchase for a partial refund. See 6.2 Cancellation Policy for more details.

2.2 Refund for early return or late join

In the event that you must return home early, or if circumstances such as flight delays or cancellations result in a late arrival, Galaxy Tour will not be liable for any refunds for unused travel arrangements. Should you choose to curtail your holiday and return home early without valid grounds for dissatisfaction with the accommodation or services provided, no refund will be issued for the unused portion of your holiday, nor will we be responsible for any associated costs incurred.

In certain instances, your travel insurance may offer coverage for trip curtailment; we recommend submitting any claims directly to your insurance provider.

Furthermore, no refund will be issued if you cancel your booking within 15 days of the departure date.

2.3 Exception Conditions

In the event that you are refused a visa or entry into the country due to reasons such as visa denial or other related circumstances, you are required to inform us in writing, providing a formal statement along with any supporting documentation, including issued letters or official notices, as evidence of the refusal.

Please note that this situation will be considered as an issue attributable to your own circumstances. As the costs of travel arrangements have already been incurred, we reserve the right to exercise discretion in such cases. We reserve the discretion to assess the situation, and under no circumstances will we offer a refund for any part of the journey.

3. Booking Conditions

3.1 Contract Formation

A legally binding contract between Galaxy Tour and the Clients is established upon the issuance of a booking confirmation email from Galaxy Tour. Any previous communications, including booking requests and acknowledgments, are not to be considered a confirmed booking.

For website bookings, Galaxy Tour will communicate with you primarily via email. It is your responsibility to check your email regularly. In cases where we are unable to reach you by email, we may contact you by telephone or post, and certain documents may require postal delivery. For the purposes of these Terms and Conditions, the terms "send," "in writing," and similar phrases include email correspondence.

Should you need to contact us regarding any matters specified in these booking conditions (such as requesting an amendment), please do so via email at help@thegalaxytour.com.

3.2 Lead Participant Responsibility

By booking on behalf of a group, the lead Participant warrants that:

- They have the authority to accept these Terms and Conditions on behalf of all participants listed.
- They assume financial responsibility for full payment.
- They consent to our use of their personal information per our Privacy Policy and are authorised to share personal information of all group members.

3.3 Eligibility Requirements

Participants must be 18 years or older and in good health, without any pre-existing medical conditions that would prevent participation. Please contact us prior to booking for any health-related questions.

4. Payment Terms

4.1 Travel Fee and Inclusions

The total travel fee is \$3,000 USD per person. This fee includes:

- Airport Pick-Up: Pickup from the airport upon arrival and transfer to the departure airport at the end of the tour.
- China Domestic Transportation: All internal transportation between cities as per the itinerary.
- Tourist Site Admissions: Entrance tickets to all included tourist sites and attractions.
- Meals: Three meals per day (first meal ****breakfasts**** in hotels).
- Accommodations: Accommodation in hotels rated 4 stars or above, with double occupancy (two people per room).

4.2 Single Room Supplement

If a Participant wishes to have a single room, an additional room fee will apply. This fee varies by hotel and will be communicated at the time of booking. Please contact **Galaxy Tour** to confirm availability and pricing.

4.3 Final Payment and Late Bookings

- Full payment is required at the time of booking, no later than 14 days prior to the tour start date.
- Late bookings may require additional fees for increasing prices.

4.4 Payment Methods

We accept Visa, MasterCard, American Express, and other approved payment methods listed on our booking page. Additional transaction fees may apply for certain payment methods.

5. Pricing and Adjustments

Travel group prices listed are based on current exchange rates and may vary due to demand, seasonality, and fluctuations. Final prices are confirmed upon full payment will remain fixed thereafter.

The most up to date pricing is available on our website. These have been calculated using exchange rates on an ongoing basis in relation to the following currencies: GBP, USD, EURO, RMB. Note that prices may vary depending on which currency the booking is made. Where there are fluctuations in exchange rates from the date of booking to departure date, or if there are errors in the prices, we reserve the right to amend the price of confirmed bookings.

Our advertised trip prices are subject to seasonal pricing and we reserve the right to change any of those prices from time to time in accordance with demand, market conditions and availability, which is standard practice within the travel industry. It is likely that different passengers on the same trip have been charged different prices. Prices can go up and down depending on availability and demand.

5.1 Promotional Pricing

Promotional discounts, promo codes, and early bird rates cannot be applied retroactively or combined unless otherwise stated. Discounts apply only to available trips and cannot be transferred or redeemed for cash.

Promotional offers, including discounts, promo codes, and any seasonal or time-limited deals, are strictly non-transferable to future bookings, whether through a transfer request or by cancelling and creating a new booking.

- Promotional codes cannot be combined with any special pricing, sales, or discounts, unless otherwise stated.
- All promotional codes and discounts are subject to availability and we reserve the right to modify or discontinue promo codes at any time.
- Only one promo code can be applied per transaction.

For early bird booking discounts, these will not automatically apply to your new booking upon transfer, unless the new departure also offers such a discount. Should you request a transfer to a departure that has an early bird discount seat, but it becomes booked before your transfer request is processed, you will not retain the early bird discount.

We also reserve the right to increase the price of confirmed bookings solely to allow for increases which are a direct consequence of changes in, but are not limited to:

- the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

There will be no change made to the price of your confirmed holiday within 15 days of your departure nor will refunds be paid during this period.

6. If You Need to Change or Cancel Your Booking

6.1 Change Requests

All requests for changes, including departure dates, must be made in writing by the lead Participant. We will make every effort to accommodate these requests but cannot guarantee availability. Any approved changes made more than 15 days before departure will incur a [specify fee, e.g., \$75] administration fee. Within 15 days, changes may be treated as a cancellation.

6.2 Cancellation Policy

The following cancellation fees apply if you cancel your booking:

- Hotel Bookings for individual are made upon final payment, non refundable amount of \$1000 USD will be applied for double-room accommodations, and \$1500 for single-room accommodations.
- Transportation costs are made upon final payment, non refundable amount of \$200 USD will be applied for transportation services.
- Non refundable amount of \$300 USD will be applied for service fees.

6.3 Cancellation by Galaxy Tour

In the unlikely event that **Galaxy Tour** cancels a tour, you are entitled to:

- A complimentary transfer to another departure date for the same tour.
- A transfer to a tour of equivalent value.
- A full refund processed within 14 working days.
- Less than minimum number of people signed up.

6.4 Transfer of booking:

If you or any member of your party is unable to travel, their place may be transferred to another individual, subject to the following conditions:

- The substitute is introduced by you and meets all requirements applicable to the holiday;
- We receive notification of the transfer at least 15 days before the departure date;
- You pay any outstanding balance, a transfer fee of \$100 USD per person, and any additional charges or costs arising from the transfer; and
- The transferee accepts these booking conditions and all other terms of the contract.

Both you and the transferee shall remain jointly and severally responsible for payment of all applicable sums. Should you be unable to find a replacement, no refunds will be provided for non-traveling passengers or unused services.

6.5 If we change or cancel your trip:

As we plan your tour arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make an insignificant change to your tour, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you.

Occasionally, due to unforeseen and unpredictable force majeure events, we may have to make a significant change to your confirmed arrangements.

Examples of “significant changes” made prior to departure include the following:

- (a) A change in the accommodation location for the entirety or a substantial portion of your stay;
- (b) A change to accommodation of a lower standard or classification for the entirety or a substantial portion of your stay;
- (c) A modification to the outward departure time or total duration of your arrangements by more than 12 hours;
- (d) A change in certain pre-arranged services, such as airport transfers, welcome events, or the inclusion of media teams;
- (e) A substantial alteration to your itinerary that results in the omission of one or more destinations entirely.

Cancellation: 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. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change due to force majeure events, and if there is time to do so before departure, we will offer you the choice of:

- (i) Accepting the changed arrangements, which we deem as a suitable alternative. Should you choose to accept the suitable alternative provided by Galaxy Tour, no refunds or compensation will be owed.
- (ii) If we cannot provide a suitable alternative, or you do not accept the proposed alternative, you will then have the option of receiving a refund of all monies paid.
- (iii) accepting an offer of alternative travel arrangements of a comparable standard from us, if available (at no extra cost); or
- (IV) if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

Furthermore, in circumstances where Galaxy Tour is forced to redesign a segment of the itinerary due to force majeure events, such as natural disasters affecting a specific region of the trip, and where Galaxy Tour manages to restructure this segment to ensure customers still have an enjoyable, safe and fulfilling experience, Galaxy Tour will not be obliged to offer a refund. This holds true regardless of the nature or extent of the redesign, as long as the primary objective of providing a memorable experience to the customer is met.

7. Force Majeure

Galaxy Tour shall not be liable for any costs, cancellations, or delays arising from Force Majeure events, including, but not limited to, natural disasters, political instability, pandemics, strikes, or other unforeseeable events beyond our control. In such circumstances, alternative arrangements may be offered if feasible; however, compensation or refunds are not guaranteed.

Except where expressly stated otherwise in these conditions, we cannot accept liability, provide refunds, or offer compensation where the performance or timely fulfillment of our contractual obligations to you is hindered or prevented by Force Majeure, or where you suffer any injury, loss, damage, or expense as a result of Force Majeure. For the purposes of these Booking Conditions, "Force Majeure" refers to any event beyond our or our suppliers' reasonable control, the consequences of which could not have been avoided even with all due care and reasonable measures.

Examples of Force Majeure include, but are not limited to, warfare, acts of terrorism (including threats thereof), civil unrest, serious health risks such as disease outbreaks at the travel destination, natural disasters such as floods, earthquakes, or adverse weather conditions that prevent safe travel to or from the destination, acts of government or other national or local authorities (including port or river authorities), industrial disputes, labor strikes, natural or nuclear disasters, fires, unavoidable technical issues with transportation, and all similar events outside of our or our suppliers' control.

8. Mandatory Travel Insurance

All Participants are required to obtain comprehensive travel insurance covering medical expenses, trip cancellation, personal liability, and any specific activities included in the tour. Proof of insurance may be requested prior to departure.

9. Limitations of Liability

Galaxy Tour accepts responsibility only for direct services provided. We are not liable for third-party providers or for any injuries, losses, or damages not directly resulting from our services.

9.1 Our responsibility for your tour

Please note that bookings are accepted on the understanding that clients acknowledge and accept the inherent risks associated with adventure travel, and that participation in the tours, treks, or expeditions featured in our program is undertaken at their own discretion.

Notwithstanding the foregoing, we will accept responsibility for the arrangements we agree to provide or organize for you as the "organizer" under the 《中华人民共和国旅游法》 (Tourism Law of the People's Republic of China), as outlined below. We are therefore responsible for the proper provision of all travel services included in your package, as specified in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers fail to properly perform or arrange those services, and we do not resolve your complaint within a reasonable period, and this failure has affected the enjoyment of your holiday, you may be entitled to an appropriate price reduction or compensation, or both.

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in your package. The level of any compensation will be calculated by taking into account all relevant factors, such as the extent to which our or our suppliers' negligence affected the overall enjoyment of your holiday and whether you followed the complaint procedure outlined in these Booking

Conditions. Please note, it is your responsibility to demonstrate that we or our supplier(s) were negligent if you wish to make a claim against us.

We will not be responsible or liable for compensation for any injury, illness, death, loss, damage, expense, cost, or other claim of any description if it arises from:

- (a) the acts and/or omissions of the person affected;
- (b) the acts and/or omissions of a third party unconnected to the provision of the contracted services, which were unavoidable and extraordinary;
- (c) Force Majeure events (as defined in clause 11).

9.2 Limitation of Compensation:

In the event that we are found liable under this clause, compensation will be limited as follows:

- (a) For loss and/or damage to luggage, personal possessions, or money: the maximum amount we will be required to pay is equivalent to the excess on your insurance policy for this type of loss per person, as you are required to have adequate insurance to cover such losses.
- (b) For claims not falling under (a) above and which do not involve injury, illness, or death: the maximum amount we will be required to pay is up to three times the total price paid by or on behalf of the affected person(s), provided that the situation resulted in a complete lack of benefit from the booking.
- (c) For claims relating to international travel by air, sea, or rail, or stays in hotels: we are entitled to deduct any compensation or refund that you have already received or are entitled to receive from the transport provider or hotelier in relation to the claim.

9.3 Claims Procedure:

It is a condition of our acceptance of liability under this clause that you notify any claim to us and our suppliers strictly in accordance with the complaints procedure outlined in these Booking Conditions.

If any payment is made, the recipient(s) (or their parent/guardian if under 18) must assign to us or our insurers any rights they may have to pursue a third party and provide all reasonable assistance required by us or our insurers in relation to the claim.

9.4 Limitation of Liability:

We cannot accept liability for any damage, loss, expense, or other sums of any description in the following circumstances:

- (a) If, based on the information you provided us before accepting your booking, we could not have reasonably foreseen that you would suffer or incur such losses due to our breach of contract; or
- (b) If the claim relates to any business-related matters.

9.5 Non-Contractual Services:

We will not be responsible for services or facilities that do not form part of our agreement with you or are not advertised in our brochure. This includes any excursions you book during your holiday or services provided by your hotel or other suppliers not contracted by us.

9.6 Return and Accommodation in Case of Extraordinary Circumstances:

If it becomes impossible for you to return to your departure point as per the agreed return date due to "unavoidable and extraordinary circumstances," we will provide necessary accommodation (where possible, of a comparable standard) for up to three nights per person. This three-night cap does not apply to persons with reduced mobility, pregnant women, unaccompanied minors, or those needing specific medical assistance, provided we have been notified of these needs at least 48 hours before the start of your holiday.

For the purposes of this clause, "unavoidable and extraordinary circumstances" are defined as warfare, acts of terrorism, significant risks to human health (such as the outbreak of a serious disease at the destination), or natural disasters (such as floods, earthquakes, or adverse weather conditions) that make it impossible to travel safely to the departure point.

10. Complaints

In the event of a complaint, please notify your tour guide immediately to allow prompt resolution. If the issue remains unresolved, please contact Galaxy Tour via email at **help@thegalaxytour.com**. Should further action be necessary, you must submit a formal written notice of your complaint within 28 days of the tour's conclusion, including your booking reference and all pertinent details.

For efficient handling, please keep your communication concise and focused on key issues, which will help expedite our response.

Please Note: Failure to follow these procedures may impact our ability, and that of our suppliers, to investigate your complaint and may affect your rights under this contract.

11. Additional Conditions for Group Bookings

- Group Size: Private group bookings require a minimum of 6 participants.
- Custom Dates: Bespoke travel dates may be arranged with a deposit. Confirmation and availability depend on our local operators.
- Private Group Cancellation: If one member of a private group cancels, the remaining members may be subject to an adjusted pricing or cancellation if group numbers drop below minimum requirements.

12. Passports, Visas and Vaccinations

It is the responsibility of each traveler to verify and comply with the passport, visa, health, and immigration requirements applicable to their itinerary. Galaxy Tour can only offer general guidance on these matters, and we strongly recommend that travellers confirm specific requirements relevant to their circumstances with the appropriate embassies or consulates, as well as their healthcare provider, if necessary. As requirements are subject to change, travellers should ensure they have the most current information well in advance of departure.

Please note that most countries require passports to remain valid for at least six months beyond the intended return date. If your passport is approaching its expiration date, it is advisable to confirm specific

requirements with the embassy or consulate of your destination country. For the latest guidelines on Chinese border regulations, please consult [National Immigration Administration](<https://www.nia.gov.cn/>).

Up-to-date travel advisories and guidelines are available through the Foreign, Commonwealth & Development Office at [<http://cs.mfa.gov.cn/wgrlh/lhqz/lhqzjjs/>]. For visa-free entry, information is available at https://www.visaforchina.cn/CBR2_EN/generalinformation/faq/275556.shtml.

We recommend you to seek current advice on passport and visa requirements from the relevant embassy, high commission, or consulate of their destination and any transit countries.

Please be advised that Galaxy Tour cannot accept liability if you are unable to travel or incur additional costs due to non-compliance with passport, visa, immigration, or health requirements. You agree to reimburse Galaxy Tour for any fines, penalties, or losses we incur as a result of your failure to comply with applicable requirements.

13. Governing Law and Jurisdiction

This contract is governed by the laws of [specify country, e.g., China]. Disputes shall be resolved exclusively in the courts of Shanghai, China.