

Terms and Conditions for Beijing Hong Kong Jockey Club House Packages

These Terms and Conditions govern the booking of outbound Travel Packages (as defined in clause 1.1) with Cathay Holidays Limited ("CHL") through CHL's reservation offices. By making a booking with CHL for Beijing Hong Kong Jockey Club House Travel Packages, you acknowledge and agree having read, understood and agreed to these Terms and Conditions.

Bookings

1.1 These Terms and Conditions apply to bookings for Beijing Hong Kong Jockey Club House Travel Packages and hotel accommodation but do not apply to any hotel or flight bookings unless they are part of a Travel Package. For purposes of these Terms and Conditions a "Travel Package" means a pre-arranged combination of air transport and hotel accommodation at an all-inclusive price.

1.2 When a booking for Beijing Hong Kong Jockey Club House Travel Packages is provided by telephone or email via the CHL reservation offices, your contract with CHL with respect to such booking will only come into existence once the booking is accepted by CHL and/or CHL has taken payment. Once CHL have taken all the details of the booking CHL will process your booking and if everything is correct and in order take payment and subsequently confirm and accept your booking by email. It is when CHL have taken payment and/or confirmed and accepted a booking that a contract will exist between us.

1.3 Once CHL have accepted a booking and/or taken payment, any subsequent changes or cancellations to your original booking will be subject to these Terms and Conditions.

1.4 Upon payment for a booking of a Beijing Hong Kong Jockey Club House Travel Package, you will receive a confirmation email and a document delivery email with your flight E-ticket where applicable and hotel check-in voucher. To check in to your hotel please present the confirmation email and hotel check-in voucher to the hotel. You are solely responsible for checking the booking details and ensuring that all documentation provided to you contains the correct information (including dates, times, names exactly as they appear on your passport, flight schedules, accommodation and these booking terms and conditions). CHL and its third party providers and distributors shall be entitled to rely on the information contained in your booking and shall not be responsible for any incorrect information made in your booking.

1.5 You must be at least 18 years old to make and pay for a booking of a Beijing Hong Kong Jockey Club House Travel Package with CHL.

1.6 This package is strictly reserved for the Hong Kong Jockey Club Members and their accompanied guests.

1.7 Beijing Hong Kong Jockey Club House Travel Package is not eligible for Asia Miles Upgrade Award, regardless of the fare classes of the flights.

1.8 All passengers under the same record locator (booking reference) must check in and travel together or be rejected for boarding. Under no condition will passengers be allowed to board separately.

Changes or cancellations by you

For amendment or cancellation of your booking for a Travel Package that is made after full payment or if you no-show, the amendment or cancellation charge is 100% of the price of your Travel Package. In this case you can apply for a refund of taxes comprised in the price of the Travel Package and if the application for refund is made within one month of cancellation CHL will credit the amount to your credit card.

Changes or cancellations by CHL

2.1 It is unlikely that CHL will have to change or cancel your booking. If CHL does make changes then CHL will inform the person who made the booking as soon as CHL reasonably can.

2.2 CHL reserves the right to make changes that are not significant and to correct minor or obvious errors in your booking details and/or to correct any errors in pricing (including where we have confirmed/accepted the booking and/or taken payment) at any time without liability to you. CHL may change the price of a Beijing Hong Kong Jockey Club House Travel Package where the wrong price has been advertised or otherwise furnished to you due to clerical or technical error. CHL will as soon as practicable notify you of the change in price and you will be given the option of retaining the booking and paying the correct price within a stipulated time period. However if the error entails an increase in price and you do not wish to proceed or do not pay the correct price within a stipulated time period, then we may cancel the booking and in such circumstances we will provide you a full refund of the price that you have in fact paid to CHL. We will not be obliged to proceed with the booking at the incorrect price and we will not be liable to provide you with additional compensation.

2.3 CHL will take reasonable steps to avoid having to cancel your booking. In the unlikely event that CHL cancels your booking CHL will notify and provide you with a full refund of the price you have paid to CHL. Subject always to clause [9], CHL will not be liable for any additional compensation even if you buy an alternative product at a higher price and no additional compensation will be paid.

2.4 CHL shall have the sole and absolute discretion to cancel or shorten the duration of any Travel Package or hotel stay in the event of any act of god, war, riot, civil commotion, acts of terrorism, compliance with any law or government order, rule, regulation or direction, accident, flood or storm, strikes, hostilities, accident or other circumstances beyond the control of CHL which render it necessary in its reasonable opinion that such steps be taken ("Force Majeure event"). CHL shall be relieved of all liabilities and obligations resulting from the Force Majeure events and shall not be obliged to refund any amount paid to the airlines, service suppliers, hotels or any unused portions of services in such circumstances. CHL is not liable to pay you compensation if we or our suppliers are prevented from performing the terms of your booking or are hindered in doing so due to a Force Majeure event.

The price and payment

3.1 Prices quoted by a CHL customer representative are valid for a specified period of time as indicated by the CHL representative, and unless otherwise specified by CHL, the Prices will be charged in Hong Kong dollars.

3.2 Your flight price (if any) includes the flights as confirmed on your confirmation e-ticket or letter receipt, all airport taxes, fees and carrier charges. Some airports may require an additional facilities usage fee upon departure. You are solely liable for payment of such a fee.

3.3 Prices for Travel Packages, hotels and Travel Extras include Government taxes and fees. However, it may not include other possible charges including "resort fees" for certain services and optional consumption based costs and any other fees that are charged to you by, and/or payable directly by you to, the hotels or Travel Extras suppliers.

3.4 Hotel and apartment prices are per room per night, and are based on the dates and occupancy you specify to CHL at the time of booking.

3.5 Hotel and apartment facilities, such as sports and leisure equipment, are not included unless otherwise stated in the hotel / apartment description.

3.6 Normal check-in at Beijing Hong Kong Jockey Club House is 14:00pm, with check-out by 12:00pm, but can vary and subject to hotel decision.

3.7 'Package Discount' will vary by product and seasonality and may not be available on all packages. Any 'Package Discount' shown on your confirmation or invoice is only applicable where you have purchased your flight and hotel together in the same transaction. The discount shown is compared to the non-promotional price you would have paid had you booked as two separate transactions on the Website the exact same itinerary using comparable options, such as cabin, room type, dates and duration.

3.8 Charges for booking extra nights' accommodation after your arrival will be at the rate advertised by the hotel.

3.9 The following are not included in the price:

- a) travel insurance (which we strongly recommend you take out for your trip);
- b) flights (unless booking a Travel Package that includes flights);
- c) cots and food for infants (usually payable directly to the hotel);
- d) meals (unless otherwise specified);
- e) room service (unless otherwise specified);
- f) transfers (unless otherwise specified);
- g) excursions or entrance fees (unless otherwise specified);
- h) all tips, laundry and all items of a personal nature such as beverages, taxi and bus fares, shopping expenses;
- i) passport, visa and health protection fees;

- j) hotel car parking (where applicable) and the cost of getting to and from the airport;
- k) certain hotel and apartment facilities, such as sports and leisure equipment.

3.10 Definitions of a "child" may vary by reference to age, between our suppliers and will determine the price you pay for them. Airline definitions of a child in terms of age are standard - an 'infant' is under 2 and a 'child' is between 2 and 11 years on the return date of travel. A 'child' must take up a seat on an aircraft. An 'infant' is not provided with a seat on an aircraft and is expected to sit on your lap for the whole of the flight. If you require a seat for an infant, the infant must be booked and paid for as a 'child'. Please refer to the applicable airline's carriage conditions for details of the definition of child. A hotel's definition of a 'child' can and does vary, but is always advised at the time of booking.

3.11 Infants under 2 years are generally accepted free in hotels, cots must be requested at the time of booking. We will advise the supplier of your requirements for a cot, but this request cannot be guaranteed. In these circumstances, we strongly advise you to make your own arrangements.

3.12 When you book with CHL through telephone or email, a valid credit card is required to complete the transaction. Once you provide the credit card details, CHL is entitled to debit your credit card. Credit card issuing banks may charge you an international transaction fee depending upon country of departure and currency of credit card. Please check with your credit card issuing bank for details of charges.

3.13 All payments to CHL will be collected by Cathay Pacific Airways Limited on behalf of CHL. Therefore the merchant on your credit card statement for any payments made to CHL for purchases of any services or products offered by CHL including Travel Packages will be indicated as "Cathay Pacific Airways Limited" or "Cathay Pacific Airways". Cathay Pacific Airways Limited is administratively collecting payments on behalf of CHL only, and is not otherwise involved in the purchase of goods and services by you including Travel Packages via CHL reservations offices or in your booking process with CHL. You acknowledge the fact that your credit card statement will indicate Cathay Pacific Airways limited is as a result of the underlying financial mechanism of payment, and does not in any way reflect a contractual relationship with Cathay Pacific Airways Limited.

3.14 CHL is not responsible for pricing errors and we will generally pick up any such errors prior to accepting your booking and before a contract is formed between us. However clauses 3.2 and 9 will apply if you book a Travel Package at a price that has been advertised incorrectly and the booking is subsequently and inadvertently accepted by us.

3.15 All prices quoted by the CHL representative are subject to availability and can be withdrawn or varied without notice. Despite our best efforts, prices [advertised on website] may vary from time to time and may differ from the actual price quoted due to factors outside our control. For example, prices may vary based on users' IP addresses. Price changes will not affect bookings already accepted and paid for in full by you.

Entry requirements

4.1 It is your responsibility to ensure that you comply with all the visa and health requirements of the country/countries that you intend to visit. CHL cannot be held liable for any refusal of entry, illness, delays or costs resulting from your failure to meet these requirements. Please make sure that your passport is valid for at least 6 months from the day that you arrive at your destination. Some countries may require a passport validity of more than 6 months and it is your responsibility to check the requirements.

Hotel standard and Information

5.1 The listed facilities or added values can sometimes be unavailable due to renovation or maintenance of the hotel, or incorrect information may be provided by a hotel. CHL is not liable for any inconvenience caused, disappointment or damages if any of the listed facilities or added values is not available during your stay as well as any accident or loss in a hotel caused by the hotel and/or its staff. CHL hereby expressly disclaims any representation, warranty or undertaking in relation to the quality, status or adequacy of any hotel listed on the Website.

5.2 CHL further cannot guarantee that all hotels, transport or amenities will be suitable for wheelchair users or disabled persons.

Hotel special requests

6.1 Special request, such as baby cot, room location, room type, particular facilities or particular view are offered on a request-basis only. Such requests are not guaranteed and are subject to hotel availability at time of check in. CHL will not be responsible if the requests cannot be satisfied or confirmed. Special requests may be subject to additional charges which are payable to the supplier direct.

Liability and exclusions

7.1 CHL has contracted with independent contractors to provide accommodation and non-air services. CHL is not responsible for any acts and/or omissions of these independent contractors, their employees, agents, servants or representatives. CHL will accept no responsibility or liability in respect of either person or property for any loss, damage, injury, accident, delay or irregularity however occasioned, sustained or suffered during or on any land services, or in the carrying out of any such agreements booked by CHL.

7.2 These Terms and Conditions set out the full extent of CHL's obligations and liabilities in respect of the performance of services and there are no warranties, conditions or other terms that are binding on CHL except as expressly stated in these Terms and Conditions. Any warranty, condition or other term concerning the goods or any services which might otherwise be implied into or incorporated in the contract between CHL and you by statute, common law or otherwise is hereby expressly excluded.

7.3 Notwithstanding the above, nothing in these Terms and Conditions excludes, restricts or modifies any condition, warranty, right or liability implied into the contract between CHL and you where to do so is illegal or would render any provision of the contract void. In particular CHL will carry out all services with reasonable care and skill and this is not excluded.

7.4 Nothing in these Terms and Conditions and in the contract between CHL and you shall limit or exclude our liability for death or personal injury caused by our negligence. This clause 9 is also subject to any mandatory provisions of local law in the country where goods are delivered or services performed which do not permit the limitation of liability in cases of wilful misconduct or negligence.

7.5 Subject to the above clauses and to such extent as permitted by applicable law, CHL will not be liable under the contract between CHL and you or otherwise for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising or for any damage caused by any product or failure of such product to perform or any services or failure to render such service and whether caused by tort (including negligence), breach of contract or otherwise.

7.6 Subject to the above clauses and to such extent as permitted by applicable law, CHL's maximum aggregate liability under these Terms and Conditions whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to CHL in respect of the product(s) and service(s) in question.

7.7 To such extent as permissible by applicable law and subject to the above clauses, CHL shall not be liable to you or any third party for any loss or damage however caused which may be directly or indirectly suffered in connection with use of the Website, any purchases of services or the delivery of such items.

Amendment

8.1 CHL shall have the right and sole discretion to amend these Terms and Conditions on notice. Any revised version of these Terms and Conditions shall be effective within 7 days of publication on this Website and shall apply to all bookings received thereafter.

Miscellaneous

9.1 These Terms and Conditions (which shall be deemed to include the CHL Customer Privacy Policy and any conditions relative to the use of the Website and any other terms and conditions referred to herein) shall constitute the entire agreement between you and us. Except as otherwise provided herein, any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by CHL.

9.2 Neither CHL's failure nor your failure to enforce any term of the contract between CHL and you constitute a waiver of such term. Such failure shall in no way affect the right later to enforce such term.

9.3 In the event of any inconsistency between this English version of the Terms and Conditions and any foreign language translation, the English version shall prevail.

Governing law language

10.1 These Terms and Conditions are governed by the laws of the Hong Kong Special Administrative Region and the parties hereby submit to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region, subject always to any mandatory provisions of local law in the country where a customer is located that stipulate that the relevant local law should apply and/or that the local courts should have jurisdiction.