

BOOKING CONDITIONS - VINTAGE RAIL JOURNEYS

These Booking Conditions set out the terms on which you contract with us for the arrangement and delivery of travel arrangements for your tour. By making a booking with us, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions. If you place a booking on behalf of another party, you represent and promise us that you are duly authorised to provide the agreement and consent of the other party to be bound by these Booking Conditions. We reserve the right to change these Booking Conditions at any time prior to you making a booking request. "You" and "Your" means all persons named in a booking (including anyone who is added or substituted at a later date). "We", "us", "our", "Operator" and "Vintage Rail Journeys" means G'Day Rail (Australia) Pty Ltd.

Reservations

A booking request is accepted when we issue a written booking confirmation and you have paid your deposit. It is at this point that a contract between us and you comes into existence subject to these Booking Conditions. We reserve the right to decline any booking at our discretion.

Price, Payments & Exclusions

A deposit of 10%* must be paid within 7 days of us accepting your booking. Because we commence providing services to you as soon as we accept your booking, the deposit is non refundable. Up to 60 days prior to departure, you can transfer your booking to a later departure (see Cancellations & Amendments below). The final balance is due 60 days prior to departure. If you fail to make the balance payment after we have reminded you, you will be deemed to have cancelled your booking.

*Additional deposits may be required by third party operators. Please contact our office to see if this applies to your selected tour prior to making a booking request.

Whilst we aim to make our tours reasonably inclusive, there are some things that are not included in our tours unless otherwise stated. These are:

- Airport taxes;
- Passport fees and Visa fees;
- Meals and beverages not indicated;
- Optional sightseeing; and
- Tipping.

We reserve the right to vary the cost of your travel arrangements prior to commencement for circumstances beyond our control such as the imposition of fuel surcharges or new or amended Government charges. If we impose a surcharge of more than 10% of the cost of your travel arrangements, you may cancel your travel arrangements and receive a full refund of payments made for those arrangements. You must exercise this right within 14 days after receipt of a surcharge invoice.

Services

We commence providing services to you as soon as we accept your booking. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements. You also receive the benefit of work we undertake in anticipation of bookings. The services we provide to you are limited to (a) the arrangement and coordination of your travel arrangements; and (b) the delivery of travel arrangements which we directly control.

Travel Insurance

Travel insurance is not included in your tour fare and while we strongly recommend it, we do not offer this service. We recommend comprehensive travel insurance to cover cancellation, medical requirements, luggage and additional expenses. The choice of insurer is yours. We strongly suggest you purchase insurance at the time you pay your deposit. This is because cancellation fees and charges are payable from that time.

Cancellations & Amendments by You

We understand that at times you will need to make changes to your already confirmed booking. Whilst we will always try to assist, there are times where this can be time consuming and therefore at cost to Vintage Rail Journeys. In order to keep our tour fares as low as possible this cost may be passed on at a rate of \$75.00 per change. You will also need to pay any additional costs charged by suppliers.

Should the need arise to cancel your confirmed booking we will require notification in writing and the date we receive this notice is deemed the date of notice. We will make refunds to you less cancellation fees in accordance with the table below, calculated from the date which we receive written notice:

| Days of Notice: | Fees per person: |
|------------------------|---|
| 60+ | Deposit transferable to another tour, but not refundable |
| 59 – 46 | 50% of tour fare |
| 45 – 15 | 75% of tour fare |
| 14 – 0 | 100% of tour fare |

If the tour has commenced, no refunds are payable. No refunds will be made for of any travel arrangements not utilised, whether by choice or because of late arrival or early departure. This includes the failure of common carriers to operate according to schedule, which we disclaim responsibility for. There is no refund for unused services or portions of the tour arrangements that are missed.

You acknowledge that the amounts estimated under the Cancellation Policy are reasonable and a genuine pre-estimate of Vintage Rail Journeys' loss. The cancellation fees above are in addition to cancellation fees charged by suppliers for any additional accommodation, airfares or any pre or post touring booked through us.

Cancellations by Us

In these Booking Conditions, the term Force Majeure means an event or events beyond our control and which we could not have reasonably prevented, and includes but is not limited to: (a) natural disasters, adverse weather conditions; (b) war, armed conflict, industrial

dispute, civil strife, terrorist activity or the threat of such acts; epidemic, pandemic; (d) any new or change in law, order, decree, rule or regulation of any government authority (including travel advisories and restrictions).

Force Majeure - Prior to travel

If: (a) in our reasonable opinion we (either directly or through our employees, contractors, suppliers or agents) consider that your tour cannot safely or lawfully proceed due to a Force Majeure event;

or (b) you give us notice no more than 14 days prior to commencement of your booked tour that you cannot reasonably make use of them due a Force Majeure event (for example due to border closures), then we may either:

(c) reschedule your travel arrangements, but only if you are agreeable to the rescheduled arrangements;

or (d) cancel your travel arrangements, in which case our contract with you will terminate.

If we cancel your travel arrangements, neither of us will have any claim for damages against the other for the cancelled arrangements. However, we will issue you with a credit equal to payments received by us for the cancelled tour, redeemable within 24 months of issue against any travel services offered by us.

Force Majeure - During travel

If due to Force Majeure we cancel travel arrangements after your trip has commenced, we will provide you with a refund of any recovered third party costs for cancelled travel arrangements only.

Force Majeure – General

We will not be responsible for any other loss or loss you incur in connection with your booking (for example, airfares and visa expenses) if your trip or particular travel arrangements are cancelled due to an event of Force Majeure.

Other cancellations

If we cancel your travel arrangements for reasons other than Force Majeure, you will be offered (at your election) a refund of all funds paid, or the offer of travel arrangements of substantially equal quality if appropriate.

Group Departures

All trips are based on a minimum number of passengers travelling. We will advise you prior to confirming your booking if your tour has reached the minimum numbers for departure. If a trip fails to satisfy minimum numbers, the trip may be cancelled or re-costed. We will give you notice of cancellation or re-costing at least 60 days prior to the trip's scheduled commencement.

If the trip is re-costed, you will have the option to either accept the new cost or to cancel your booking. You must make this election within 14 days of receiving notice from us. If the trip is cancelled or if you cancel your booking in these circumstances, we will at your election refund all payments made or credit payments towards alternative arrangements.

We will not be responsible for any other travel arrangements affected by, or any additional costs incurred, as a result of cancellation in these circumstances.

General Health Requirements

It is a condition of travel on all our tours that you have a reasonable level of fitness and a good level of mobility. Heritage trains are not designed to accommodate wheelchair or walker reliant passengers. If booking a twinette room, 1 member of your party will need to be able to climb a ladder up to and down from the top bunk. You will need to be able to embark and disembark trains, coaches and other methods of transport without assistance, handle your own luggage, walk moderate distances, stand comfortably and climb steps and stairs. We require all passengers to be capable of self care during the tour, should you require assistance it remains your responsibility to supply a carer.

If any medical conditions or lack of mobility:

(a) means that you will require special assistance which we cannot reasonably provide; or
(b) in our reasonable view will impact the smooth operation of the tour or will affect the safety or enjoyment of others, then we acting reasonably may exclude you from the trip this will be considered a cancellation by you and cancellation fees and charges will apply.

Accommodation

Due to the dynamic nature of the travel industry, we may need to substitute hotels, vessels and other forms of accommodation with properties or vessels of a substantially comparable or higher standard. We will endeavour to minimise substitutions.

Delay or cancellation of scheduled air arrangements

Vintage Rail Journeys is not responsible if an airline cancels, reschedules or delays a flight for any reason. If you miss any flight or connecting transportation it is your responsibility and cost to work with the airline or transport company to reach your destination. Vintage Rail Journeys is not responsible for any additional expenses incurred as a result of any changes by airlines or other transport company.

Changes to Itinerary & Inclusions

Prior to travel

Occasionally, we may need to make amendments or modifications to the itinerary and its inclusions and you acknowledge our right to do this. If we become aware of a significant change to your itinerary or its inclusions prior to the commencement of your trip (where the tour can still proceed), then we will notify you within a reasonable time and you may elect to:
(a) proceed with the trip – if in our reasonable opinion the changes result in a reduction in the value of services, then we will refund you an amount attributable to the reduction determined by us acting reasonably; or (b) cancel your trip, in which case we will refund you all payments received by us at that time.

If you do not make an election in writing within 7 days of us notifying you of the significant change, then you will be deemed to have elected to proceed with the trip.

During travel

You acknowledge that the itinerary, modes of transport, accommodation and/or the trip's inclusions may need to change during your trip due to local circumstances beyond our

reasonable control, including road conditions, poor weather, changes in transport schedules, and/or vehicle breakdowns.

General

To the fullest extent permitted by law, we will not be responsible for any omissions or modifications to the itinerary or the inclusions due to Force Majeure or other circumstances beyond our control happening after we have accepted your booking. This includes any loss of enjoyment or distress caused by omissions or modifications.

If you are entitled to any compensation for any modifications or omissions, then you agree it will be reduced by the value of any alternative services we provide which you accept.

We will not be responsible to you for any other expenses or loss you incur resulting from any amendment or change to the itinerary or its inclusions resulting from an event of Force Majeure.

Responsibility

Services supplied by independent suppliers

Where a third party over whom we have no direct control (Independent Supplier) is the supplier of travel arrangements that form part of your trip, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, hoteliers, independent transport companies (i.e., vehicles not operated by us), attraction and venue operators and common carriers.

To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier and not caused by our negligence. Any claims you have in this regard must be made against the Independent Supplier.

Services we directly supply

To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care.

General liability limitation

We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays outside of our control.

Australian Consumer Law and corresponding legislation in State jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These Booking Conditions do not exclude or limit the application

of the Consumer Warranties. Other than the Consumer Warranties, we disclaim all warranties.

To the fullest extent permitted by law, our maximum liability to you under these Booking Conditions, in tort (including negligence) or at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having them resupplied.

Operator's Authority

The Operator reserves the right to require any person, whether a member of a group who has chartered a vehicle for the purpose of a tour or otherwise, to withdraw from any tour at any time if the Operator or its servants deem his or her acts or conduct to be detrimental to or incompatible with the interests, harmony, comfort or welfare of the tour as a whole. You will not be entitled to any refund for unused services and you will be responsible for any additional costs you incur.

General

The contract between G'Day Rail (Australia) Pty Ltd trading as Vintage Rail Journeys and you is governed by the laws of the State of New South Wales. Any disputes shall be dealt with by a court with the appropriate jurisdiction in New South Wales.

If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions.

Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles, and our Privacy Policy, which is published here <https://vintagerailjourneys.com.au/privacy-security/>