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## Vintage Rail Journeys

## Terms and Conditions

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### Reservations & Payments

In order to book one of our tours you will be required to complete this booking form.

We require a deposit\* of 20% to be paid with your booking. The deposit is refundable up until a certain point in time depending on the tour (see **Cancellations & Amendments** below). The final balance is due as follows:

The final balance is due 90 days prior to departure.

\*Additional deposits may be required by third party operators. Please contact our office to see if this applies to your selected tour.

### Travel Insurance

#### **TRAVEL INSURANCE IS NOT INCLUDED, BUT HIGHLY RECOMMENDED FOR ALL TOURS**

Travel insurance is not included in your tour fare and while we do recommend it, we do not offer this service.

### Cancellations & Amendments

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.

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. The following schedule will then be used to determine the fee that will be payable for this cancellation:

#### **Days of Notice: Fees per person:**

90+	No charge
60 – 89	Loss of Deposit
59 – 0	100% of the tour fare

Loss of deposit paid may occur on certain tours which would be detailed specifically on each tour when you book should this occur.

If the tour has commenced 100% of the full tour price is charged. There is no refund for unused services or portions of the tour arrangements that are missed. Cancellation fees also apply to additional accommodation, airfares or any pre or post touring booked as part of this tour.

You acknowledge that the amounts estimated under the Cancellation Policy are reasonable and a genuine pre-estimate of Vintage Rail Journeys' loss.

These cancellation charges are those charged by Vintage Rail Journeys and do not necessarily include all airline and third party supplier charges. In the event that any third party supplier charges are in excess of the standard cancellation fee you accept that we have the right to on-charge these excess cancellation charges to you.

### Prices

Whilst every effort has been made to ensure that prices indicated in this brochure are correct, we

reserve the right to adjust prices should there be changes to the tour costs or included taxes. All prices outlined in the brochure are in Australian dollars

### Group Departures

Our tours have been prepared working on minimum numbers for each tour to operate. Should these minimum numbers not be reached, we reserve the right to cancel any tour. Should this occur we will provide a full refund of the tour cost, or transfer the deposit to another tour. This will be done in consultation with the you.

### General Health Requirements

It is a condition of travel on all our tours that you have a reasonable level of fitness – some tours are more strenuous than others. If you are not sure if you are fit to travel on a particular tour then please contact our office and discuss your needs. 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.

### Not included in Tour Price

Whilst every effort is made to have our tours as inclusive as possible, there are some things that are not included in our tours unless otherwise stated. These are:

- Airport taxes
- Passport fees
- Visa fees
- Meals not indicated
- Optional sightseeing
- Tipping, unless stated

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## **Travel and Accommodation**

Vintage Rail Journeys makes every effort to ensure that all services are delivered as per the details in this brochure. As some services are booked by third party operators we reserve the right to make changes as we deem necessary for the overall good of the tour. The passenger agrees to have no claim against Vintage Rail Journeys for any variation to the tour where a third party is involved.

## **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.

## **Itinerary Changes**

Whilst we have made every effort to ensure that the itineraries are correct at the time of printing, there are times where we do need to make changes. These changes will always be made in the interest of the overall tour. We reserve the right to make these changes at any point up to and whilst on tour. We will make every effort to inform passengers of these changes.

## **Responsibility**

G'Day Rail (Australia) Pty Ltd and Vintage Rail Journeys (hereinafter called the Operator) acts only as an agent for the hotels, transport companies and other principals

involved, and all coupons, exchange orders, contracts and tickets issued by the operator are issued subject to any and all tariffs, terms and conditions under which any accommodation, transportation or any other services whatsoever are provided by such hotels, transport companies or contractors.

The Operator shall not be liable or responsible for death or injury to any person or loss of or damage to any property or otherwise (including baggage) whether due to it, or its servants agents or employees negligence or otherwise arising out of or in connection with any accommodation, transportation or other services or resulting directly or indirectly, from Acts of God, fire, breakdown or failure in machinery or equipment, acts of government or other authorities, civil disturbances, strikes, riots, theft, pilferage, epidemics, delays or cancellations of or changes in itinerary or schedules or over bookings or defaults from any causes beyond the Operator's control or through the acts or defaults of hotels, transport companies or contractors providing the accommodation, transportation or other services and that neither the Operator nor its servants agents or employees shall be or become liable or responsible for any additional expense or liability sustained or incurred by the passenger as a result of any foregoing causes. All prices quoted are subject to change without notice. Unused services cannot be refunded or exchanged. The operator reserves the right to cancel the tour and/or modify the itineraries in any way it thinks desirable and to substitute hotels where necessary.

The Operator reserves the right to decline to accept any person or group on any tour and also 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.

Passengers booking on any tour must be capable of self care and mobility, and in the interest of other passengers the operator reserves the right to ask that person to withdraw from the tour if the lack of self care or mobility becomes detrimental to the tour as a whole. Should it become necessary to remove a person from a tour under these circumstances, no refund shall be made nor shall the Operator have further obligation or responsibility for the person concerned. The Operator shall not be liable for nor shall refunds be made in respect of a passenger, who voluntarily leaves any tour and in this regard, the non show of a passenger, including at the original point of departure at times nominated by the Operator or its servants agents or employees throughout the tour shall be considered a voluntary termination of the tour by the passengers concerned. All persons effecting bookings through the Operator or its agents thereby warrant that he or she has the authority of the persons therein designated, whether by name or not, to make the booking on their behalf. The payment of monies by way of deposit or balance of the fare to the Operator or its agents shall be deemed consent to the above conditions.