BOOKING CONDITIONS

These Booking Conditions, together with our Privacy Policy and where your tour is booked via our website (www.goldeneagleluxurytrains.com), our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Golden Eagle Luxury Trains Direct.

In these Booking Conditions references to 'we', 'our' and 'us' are to Golden Eagle Luxury Trains Direct Limited a company registered in England and Wales (company number 13072334) whose registered office is at Denzell House, Dunham Road, Altrincham, Cheshire WA14 4QF. Our email address is mail@getrains.com. Our VAT number is 377249950.

Please carefully read the following conditions to which your booking is subject ("Booking Conditions") as they set out our respective rights and obligations. Please also ensure that you have carefully read and understood the relevant tour itinerary, and the pre-departure information featured on our website, all of which form the basis of your contract with us. In these Booking Conditions, references to 'you' or 'your' include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

1. He/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
2. He/she is consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
3. He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
4. He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking

Please let us know if you need an alternative version of these Booking Conditions such as large print, braille or CD.

Unless the context requires otherwise, any reference to European Union law and/or International Conventions in these Booking Conditions, that is directly applicable or directly effective in the United Kingdom is a reference to how it applies in England and Wales. This includes where the law has been retained, amended, extended, re- enacted or given effect on or after 11pm on 31st January 2020 (including the transition period).

1 QUALITY STANDARDS & FLEXIBILITY

1.1 We aim to avoid surprise or disappointment by informing you of the following matters at this stage and if you have any doubts or concerns please raise these with us. Most customers acknowledge these matters as part of the travelling experience.

1.2 Please be aware that some of the facilities you encounter on our tours may not be to the standard which you may find on a conventional tour or at home, except for the hotels and trains we use. We often travel in areas which, relatively speaking, have seen few tourists and the infrastructure is often not fully developed. Whilst services are improving, by signing these Booking Conditions you understand that there may be problems with plumbing, bureaucratic service, unpaved and uneven surfaces, the non-availability of public restrooms and similar.

1.3 Please be aware that in operating our tours we rely upon other people and businesses. Tours do not always run as planned and, whilst we will always try our best to stick to the planned itinerary, please treat it as a guide rather than a strict timetable. Although we cannot always please all parties when changing an itinerary, our customers should anticipate changes being required.

2 CONFIRMATION OF BOOKING

2.1 When you make a booking with us you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these Booking Conditions. We do not accept a booking and no contract exists between you and us until we:

a) Receive your deposit (or full payment if booking within 90 days of departure);
b) Confirm your booking in writing (the "Booking Confirmation");
c) And if appropriate, receive a signed Booking Form from you.

The Booking Form, these Booking Conditions and any other written information we brought to your attention before we confirmed your booking, form the basis of the contract between you and us. We reserve the right to return your deposit and decline to issue a Booking Confirmation at our absolute discretion.

2.2 A Booking Confirmation will be sent to you upon receipt of the Booking Form (if appropriate) and deposit.

The Booking Confirmation will specify exactly what has been requested by you or your travel agent and it is your responsibility to check the Booking Confirmation or any other document and advise us immediately in the event of any error as changes cannot be made later. Changes cannot be made later and it may harm your rights if we are not notified immediately of any inaccuracies in any document.

2.3 You are required to make us aware of any special requirements when making your booking (such as those relating to your health and dietary requirements and room types in hotels e.g. twin or double). Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your Booking Confirmation or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

2.4 We are not a specialist disabled tour company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the tour. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

3 ACCURACY

3.1 We endeavour to ensure that all the information and prices on our website and brochures are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

4 TRAVEL INSURANCE

4.1 It is a condition of your booking and your responsibility to ensure that you have sufficient and valid travel insurance to cover your booking with us.

We reserve the right to decline your booking if adequate proof of such current and valid travel insurance is not provided to us when requested in accordance with clause 4.2 below. Please note that we do not check individual policies for suitability. Upon request, we can refer you to an insurance broker for travel insurance; however, we make no recommendation as to the suitability of, and accept no liability whatsoever in relation to, such insurance broker and or the travel insurance provided. It is your responsibility to ensure that the insurance fully covers all your personal requirements including cancellation charges, pre-existing medical conditions, medical expenses and repatriation in the event of accident or illness. If you have any questions, these should be raised with your travel insurance provider.

4.2 You must supply us with the name, address and telephone number of your insurers, your policy number and the 24-hour medical emergency telephone number at least six weeks prior to travel. Any pre- existing medical conditions must be declared both to us and to your insurer; failure to do so may invalidate your travel insurance policy.

4.3 If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

5 PAYMENT & PRICE VARIATION

Payment

5.1 We reserve the right to alter the prices of tours shown in our brochure and or on our website at any time. You will be advised of the current price of the tour prior to the Booking Confirmation. We also reserve the right to correct errors in the prices of confirmed bookings.

5.2 You must pay the deposit by the date made known to you at the time of booking (or full payment if booking within 90 days of departure). The initial invoice is not a Booking Confirmation but simply a request from us for payment of the deposit. Deposit amounts may vary dependent on the tour and cabin type, but generally it is 25% of the holiday price. The deposit amounts are indicated for each tour on the price grid, but may be subject to change and you will be notified of the exact deposit amount at the time of booking. If you do not pay the deposit by the date specified on the invoice, we will not accept your booking.

5.3 We accept payment by credit card, debit card and bank transfer.

5.4 If you do not supply the correct credit or debit card billing address and/or cardholder information, the issue of your tickets may be delayed and the overall costs may increase. We reserve the right to cancel your booking and levy cancellation charges in accordance with clause 7 if payment is declined or if you have supplied incorrect credit card information. We also reserve the right to undertake checks (including the electoral roll) in order to minimise credit card fraud.

5.5 We only accept payments in US Dollars with the exception of UK residents (payments in £ Sterling) and residents of the 'Euro-zone' countries (payments in Euros). For any £Sterling or €Euro payments, conversions will be made from $USD based on a fixed annual exchange rate.

5.6 We must receive the balance due in relation to your booking at least 90 days prior to the tour departure date or in full, upon receipt of the invoice, if the booking is made 90 days or less from the tour departure date. Please note that we will not send a further invoice for payment of the balance and it remains your responsibility to ensure the balance is paid by the due date. If full payment is not received in cleared funds 90 days prior to the tour departure date then we reserve the right to treat the booking as cancelled by you in which case we shall retain your deposit.

Pricing

5.7 The price of your travel arrangements has been calculated using exchange rates in relation to the following currencies – US Dollars ($), Sterling (GBP) and Euros (€).

5.8 We reserve the right to amend the price of unsold tours at any time and correct errors in the prices of confirmed tours. We also reserve the right to increase the price of confirmed tours solely to allow for increases which are a direct consequence of changes in:

i) The price of the carriage of passengers, resulting from the cost of fuel or other power sources;

ii) The level of taxes or fees chargeable for services applicable to the tour imposed by third parties not directly involved in the performance of the tour, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports; and

iii) The exchange rates relevant to the package.

Such variations could include but are not limited to cost changes which are part of our contracts with cruise ship operators and any other transport providers (and their agents).

5.9 You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed tour (excluding any insurance premiums, amendment changes and/or additional services or travel arrangements), you will have the option of accepting a change to another tour if we are able to offer one (if this is of a lower quality, you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice.

5.10 Should the price of your tour go down due to the changes mentioned above, then any refund will be paid to you less an administrative fee of £50. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

5.11 There will be no change made to the price of your confirmed tour within 20 days of your departure nor will refunds be paid during this period.

6 YOUR CHANGES TO A TOUR & TRANSFERS OF BOOKING

6.1 If you wish to alter your booking (for example, a change of date or transfer details) after our Booking Confirmation has been issued, we will do our utmost to make these changes but it may not always be possible to make changes particularly close to the tour departure date. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Certain changes (e.g. extra nights and alterations to train accommodation) may not be made or accepted within 45 days of the tour departure date and **any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements**. Any request for an alteration to a booking must be made in writing by the person who made the booking in accordance with clause 2.1. We reserve the right to charge an administration fee of £50 per amendment per person and any further charge to cover any costs and fees we incur. You should be aware that these costs may increase the closer to the tour departure date that changes are made and therefore any request for a change should be made as soon as possible.

Transfer of Booking

6.2 If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

a) That person is introduced by you and satisfies all the conditions applicable to the tour;

b) We are notified not less than 7 days before departure;

c) You pay any outstanding balance payment, an amendment fee of £100 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and

d) The transferee agrees to these Booking Conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 7 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Note: *Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.*

Cutting Your Tour Short

6.3 If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your tour and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your tour not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

7 YOUR CANCELLATION OF A TOUR BEFORE DEPARTURE

7.1 If you or any other member of your party decides to cancel your confirmed booking, a cancellation of a booking

person who made the booking. The date of cancellation is the date on which your letter, fax or e-mail is received by us, and it is your responsibility to ensure that we have received your communication. There will be a cancellation charge to compensate us for making your booking, as we have already incurred costs and the risk that we will be unable to resell your place(s). The charges are as follows (and exclude travel insurance premiums and amendment charges which are non-refundable):

Period before departure date	Cancellation charge
91 days or more	10% of booking cost
61 to 90 days	50% of booking cost
60 days or less	100% of booking cost

The cancellation charges above have been calculated as a genuine pre-estimate of the losses we would incur in the event you cancelled your tour within the stipulated time period, taking into account the charges we will incur from our suppliers (some of which will be up to 100%) and the expected cost savings and income from alternative deployment of the travel arrangements (if possible) calculated as an average charge over a period of time.

Note: *Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.*

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.
If the reason for your cancellation is covered under the terms of your travel insurance policy you may be able to reclaim the cancellation charges.
Should one or more member of a party cancel, it may increase the per person tour price of those still travelling and you will be liable to pay this increase.

Cancellation by You due to Unavoidable & Extraordinary Circumstances

7.2 You have the right to cancel your confirmed tour before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your tour destination or its immediate vicinity and significantly affecting the performance of the tour or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.
In order to rely on this clause you must be able to show that, based on the information available at the time of cancellation, there was no longer a reasonable possibility of your holiday going ahead (either at all or without being significantly affected).
This clause 7 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

8 OUR CHANGES TO A TOUR

Pre-departure

8.1 Arrangements for our tours are made many months in advance and occasionally changes may have to be made (including but not limited to the cancellation and/or substitution of guest speakers) and we reserve the right to do so at any time. Most of these changes will be minor (e.g. a modified service of carriages attached to a regular service train) and we will advise you of them as soon as possible.

8.2 Changes: If we make a minor 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. Examples of minor changes include alteration of accommodation to another of the same or higher standard or the change of a guest speaker.

8.3 Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" may include the following, when made before departure:

i) A change of accommodation area for the whole or a significant part of your time away;
ii) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away;
iii) A change of outward departure time or overall length of your arrangements by more than 12 hours;
iiii) A change to your itinerary – this will however depend upon the detail of the change and will not automatically equate to a significant change.

Post-departure

8.4 On rail tours that include haulage by specific locomotives, travel in specific carriages, or on specific lines, whilst every effort will be made to ensure that these features are provided as advertised, there can be occasions when, for reasons outside of our control, the specific features cannot be provided. In this situation, we will endeavour to provide alternative traction, accommodations or routing such as the circumstances allow. If we cannot make suitable alternative arrangements or if you refuse to accept these for good reason, we will arrange to transport you back to your tour departure point or to the point our contracted services commenced as soon as we reasonably can.

8.5 However, we at all times reserve the right to make such substitutions in relation to aspects of the tour for mechanical, operating or other matters required for reasons beyond our reasonable control (such as any war or terrorist activities (threatened or actual), riot, civil unrest, closure of airports, industrial action (threatened or actual), political conditions, natural or nuclear disaster, fire, adverse weather conditions, changes to or cancellation of air, river, sea or rail services or any other events outside our reasonable control).

8.6 We reserve the right on occasions (at our sole discretion), due to effective load management procedures on the train, to provide cabin upgrades for selected passengers without additional charge. Such cabin upgrades are not guaranteed, cannot be requested and may only be notified on the first day of the tour.

8.7 We at all times reserve the right, without liability to you, to cancel and or amend any programme of guest speakers and/or the presence of doctors on board without notice to you and these shall always be a minor change. For the avoidance of doubt, you shall not be entitled to cancel your tour and or any refund of monies paid by you, due to the cancellation and or amendment to a programme of guest speakers and/or availability of doctors on board . In the event that you cancel your tour due to such reasons, the cancellation charges set out in clause 7.1 shall apply.

9 OUR CANCELLATION OF A TOUR

9.1 Cancellation: We will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your tour before this date if e.g. the minimum number of customers required for a particular travel arrangement is not reached.
If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

i) (For significant changes) accepting the changed arrangements; or
ii) Having a refund of all monies paid; or
iii) If available and where we offer one, accepting an offer of an alternative tour (we will refund any price difference if the alternative is of a lower value).

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.

9.2 Compensation: In addition to a full refund of all monies paid by you, we will pay you a reasonable amount of compensation as decided by us, in the following circumstances:

i) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
ii) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.
Note: We will not pay you compensation in the following circumstances:

i) Where we make a minor change;
ii) Where we make a significant change or cancel your arrangements more than 60 days before departure;

iii) Where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
iiii) Where we have to cancel your arrangements as a result of your failure to make full payment on time;
iiiii) Where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
iiiiii) Where we are forced to cancel or change your arrangements due to Events Beyond Our Control (see clause 16).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

10 TRAIN SCHEDULES & FLEXIBILITY

10.1 The trains used for our tours usually run on busy main lines, cover huge distances and operate to pre- agreed schedules. Occasionally operational, mechanical or other reasons beyond our control can cause delays resulting in rescheduling, reducing or cancelling parts of the cultural and sightseeing program in order to maintain our overall schedule. On our specialist steam hauled tours delays are not unusual as there are no longer servicing points for these historic locomotives.
10.2 No refunds will be made if time constraints dictate that elements of the cultural and sightseeing program or route are reduced to maintain our overall schedule or if any accommodation, sightseeing, meals or services are not utilised.

11 CONDITIONS OF SUPPLIERS

11.1 Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.
11.2 Please also note that whilst we have no objection to animals being brought on the trips we sell, the end Suppliers may have various rules and regulations which apply. As an example, most transport providers do not accept Emotional Support Animals, or may charge a fee for carrying them. Should you have any queries of this nature we recommend you speak to us prior to booking. Please also see Clause 20 on Health Etc...

12 ENTRY, PASSPORT, VISA & IMMIGRATION REQUIREMENTS, SAFETY & HEALTH FORMALITIES

We can only provide general information regarding entry, passport, visa, immigration requirements and safety and health formalities applicable to your package itinerary. It is your responsibility to check such requirements (in good time before departure), in order to make your decisions to fulfil such requirements regarding your destination and/or the country(ies) through which you may be transiting through.
Such information which you may need to check includes (but is not limited to) passport requirements including how valid your passport must be after return date, whether your passport must be machine readable or which visas/waivers may be required for entry such as ESTA for USA travel, ETA for UK travel and/or ETIAS for EU travel.
You must check requirements for your own specific circumstances with the relevant bodies as applicable. We have provided a few useful resources below, though it is your responsibility to check and see if such a body would be relevant to yourself.

- The Foreign, Commonwealth and Development Office ("FCDO", https://www.gov.uk/travelaware) (applicable to UK residents);
- UK Passport Office (0870 5210410 or https://www.gov.uk/browse/citizenship;
- Embassies, High Commission and/or Consulates;
- Your own doctor.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

13 TRAVEL DOCUMENTS

Travel documents will be issued after receipt by us of the full price or final balance for the tour and not normally later than fourteen days prior to departure. Tickets are usually available on departure when a booking is made within 7 days of departure. Please take your Booking Confirmation with you on departure. It is your responsibility to contact us immediately upon receipt of your travel documents in the event that they contain any errors.

14 OUR LIABILITY TO YOU

14.1 We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in your Booking Confirmation, the brochures on our website and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your Booking Confirmation, the brochures on our website and the information we provided to you regarding the services prior to the booking.
14.2 We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
14.3 We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
a. The act(s) and/or omission(s) of the person(s) affected; or
b. The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
c. Events Beyond Our Control (As defined in Clause 16).

14.4 We limit the amount of compensation we may have to pay you if we are found liable under this clause:

a) **Loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
b) **Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
c) **Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**

i) Where applicable, the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
ii) Where applicable, in any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption) any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

14.5 Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in Booking Confirmation, the brochures on our website and the information we provided to you regarding the services prior to the booking and we don't remedy or resolve your complaint within a reasonable period of time, and this 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 this package. The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

14.6 It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these Booking Conditions. You agree to co-operate fully with us in respect of any legal proceedings which we may take against a third party in relation to the non-performance or improper performance of the services involved in providing the tour supplier.

14.7 Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

14.8 Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business; (c) indirect or consequential loss of any kind.

14.9 We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

14.10 Where it is impossible for you to return to your departure point as per the agreed return date of your package due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs in advance. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

15 PROMPT ASSISTANCE

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

16 EVENTS BEYOND OUR CONTROL

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Events Beyond our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples includes sanctions against government regimes, refusal of entry by government authorities, warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

17 SAFETY ON RAIL TOURS

Railways are busy and potentially dangerous places. If you alight other than at scheduled stops at recognised stations, or visit any railway installation, whether included or not in the tour, you do so entirely at your own risk and are advised that your travel insurance MAY NOT cover you in case of mishap. Permission to travel on the locomotives, or on any other part of the train not normally accessible, may be given during the tour however you do this entirely at your own risk.

18 BEHAVIOUR

18.1 As the tour involves travelling in a group you agree to accept the full authority of our designated Tour Manager.

18.2 Passengers are expected to behave in a reasonable manner toward other passengers, our personnel and other persons with whom passengers have contact during our tour. We reserve the right at our absolute discretion to terminate without notice the tour arrangements of any passenger whose behaviour is such that it does or is likely to, in our reasonable opinion, or in the opinion of any airline pilot, Tour Manager, accommodation owner or manager, their servants or agents or any other person in authority, cause distress, damage, danger or annoyance to any of our other customers, employees or any other person, or to cause damage to property. In these circumstances we may require that the relevant passenger leave the tour as soon as practicable. In such circumstances we will not be liable for any refund, compensation or costs incurred by you and or the relevant passenger whatsoever.

18.3 You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

18.4 We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

19 INSOLVENCY PROTECTION

Unless as a result of Brexit we are required to provide different financial protection (in which case, we will let you know the details of this) we provide full financial protection for our package tours which don't include flights, by way of a trust account with Protected Trust Services, company number 06181223, of 307-315 Holdenhurst Road, Bournemouth, England, BH8 8BX, website: www.protectedtrustservices.com, telephone: 020 8038 3854. Our trust account membership number is 5623.

20 HEALTH ETC...

20.1 Please ensure that you inform us of any relevant medical conditions or health issues and any special needs arising from said issues and conditions (e.g. a disability which means a particular facility is needed) prior to booking a tour. You should then confirm your requests in writing. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your

confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met. You should also inform your Tour Manager at the beginning of the tour. Where possible a doctor will usually be on board during our tours. Please note that our doctors are fully insured for claims brought within the UK, but not elsewhere. Foreign citizens must therefore note that any issues or claims arising from medical treatment are therefore subject to the exclusive jurisdiction of the courts of England and Wales and must be brought within the UK in order for them to benefit from the cover under the insurance policy which has been arranged.

20.2 A moderate degree of physical fitness is needed to participate in our tours, which are rated as moderate to rigorous touring due to the daily walking involved and the overall shortcomings of the tourism infrastructure. You may encounter unpaved sidewalks, uneven surfaces and problems getting on and off trains (perhaps due to low platforms, steep steps and gaps between the platform and the train). On the trains used for the tour, restaurant, bar and shower cars may be some distance from your sleeping car and although we use reasonable endeavours to arrange porterage you may have to carry your luggage for short distances. Flexibility, a sense of humour, the ability to walk at least a mile a day and keep up with your fellow passengers will be essential components to the enjoyment of your tour.

20.3 In the event that we (at our sole discretion) agree to accept a booking from a passenger who uses a wheelchair, due to the poor facilities available to disabled passengers in many countries visited during the tour and the characteristics of the tour facilities set out in clause 20.2 above, such passengers must be accompanied for the duration of the tour by at least one person who is willing to push that passenger's wheelchair when required.

20.4 Passengers should refer to guidance published by the Department of Health which is available from the Department of Health – see https://www.gov.uk/government/organisations/department-of-health-and- social-care . All passengers should check with their doctor before departure as to which inoculations are considered necessary or recommended for the area in which you will be travelling during the tour. Such precautions do not take the place of insurance. In some foreign countries the standard of hygiene and safety may differ from those in the UK. For your own protection you should take particular care with hygiene and to what you eat and drink whilst abroad.

20.5 If in the reasonable opinion of any person in authority (including our Tour Manager acting in accordance with the opinion of a medical practitioner), your physical and or mental condition means that you should not continue with the tour we may require that you leave the tour as soon as practicable. In such circumstances, we will not be liable for any refund, compensation or costs incurred by you whatsoever.

20.6 Please also note that whilst we have no objection to animals being brought on the trips we sell, the end Suppliers may have various rules and regulations which apply. As an example, most transport providers do not accept Emotional Support Animals, or may charge a fee for carrying them. Should you have any queries of this nature we recommend you speak to us prior to booking. Please also see Clause 11 on the Conditions of Suppliers.

21 SEVERABILITY

If any provision of these Booking Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of these Booking Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

22 COMPLAINTS

22.1 We make every effort to ensure that your tour arrangements run smoothly but in the unlikely event that you have any problem or complaint during your tour please bring it to the attention of the Tour Manager immediately so that he/she has the opportunity to find a solution. Should a problem remain unresolved during the tour then please write to us at your Head/Registered Office promptly upon your return and, in any event, within 28 days of your return from the tour. In the event that you do not tell us in that period this may affect our ability to investigate complaints and may impact on the way that your complaint is dealt with. We strongly recommend that you communicate any complaint to the supplier of the relevant services and our representative without delay and complete a report form during the tour. If you do not follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint during the tour and this may affect your rights under these Booking Conditions.

22.2 Please note that we do not offer an Alternative Dispute Resolution service.

23 LAW & JURISDICTION

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction or Scotland or Northern Ireland if you live in those place and if you wish to do so.

24 ADVANCE PASSENGER INFORMATION

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, if relevant to your arrangements, you are advisedto allow extra time to check in for your flight.Where we collectthis data, we will treat it in accordance with our Privacy Policy.

25 FOREIGN OFFICE ADVICE

You are responsible for making yourself aware of Foreign, Commonwealth and Development Office(FCDO) advice and State Department warnings in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the FCDO to avoid or leave a particular country may constitute Event Beyond Our Control (see clause 16).