

## **Rail Discoveries Booking Conditions**

The following booking conditions together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Great Rail Journeys Limited trading as Great Rail Journeys and Rail Discoveries of Saviour House, 9 St. Saviourgate, York, YO1 8NL ("we" or "us"). Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have read these booking conditions and agree to them. References to "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date), or any of them as applicable. References to "holiday", "booking", "tour" or "arrangements" means the holiday arrangements which we agree to make, provide or perform (as applicable) as part of our contract with you, unless otherwise stated.

By making a booking, the first named person on the booking ("party leader") agrees on behalf of all persons detailed on the booking that:

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of information in accordance with our Privacy Policy;
- c. 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;
- d. He/she accepts financial responsibility for payment of the booking on behalf of all persons named on the booking; and
- e. He/she accepts responsibility for passing all documentation and information in regards to the booking on to all persons named on the booking.

### **1. Making Your Booking**

You may book with us by telephone, online or via one of our authorised travel agents. Once we (or your authorised travel agent) have received all appropriate payments, we will, subject to availability, confirm your holiday over the telephone (where you or your travel agent make the booking by telephone) or by e-mailing or otherwise sending a booking confirmation letter/invoice to the party leader. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion. Where you book through one of our authorised travel agents, the booking confirmation letter/invoice and all other communications will be sent to your agent and you should also contact us through the agent. Alternatively, you can book online via our website in which case your holiday booking will be acknowledged by e-mail and a booking confirmation letter/invoice will follow. The acknowledgement of your booking is not a confirmation of it and does not create a legally binding contract. A binding contract between you and us only comes into existence once we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent. All references in these booking conditions to the confirmation of your booking means the booking confirmation letter/invoice. A provisional booking can be made by phone but you must send the applicable payment within 7 days, or the provisional booking will automatically lapse.

If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate.

Upon receipt, of the booking confirmation, ATOL Certificate or any other document, please check all of the details carefully. In particular, please check that the initials or forenames and surnames given match those on your passports as we make reservations using this information. If you believe that any details are incorrect, you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. The only exception to this requirement to meet costs is where the mistake in question was made by us and there is good reason why you did not tell us about it within these time limits.

### **2. Payment**

You are required to send us the appropriate deposit per person (as detailed on the relevant tour page) or full payment if booking within 60 days of departure (90 days for cruise and private train holidays) and all applicable insurance premiums (if our insurance is required) at the time of booking. In addition to the deposit applicable to the holiday, a further additional deposit is required of a minimum of 20% of the additional cost for any booking variations including flight and hotel upgrades and holiday extensions. Please note, deposits and all additional deposits are not refundable except where expressly stated in these booking conditions. The balance of the cost of your holiday must be paid no less than 60 days before departure (90 days for cruise and private train holidays). If you are paying by credit card on or before 18<sup>th</sup> December 2017, a charge of 2% will apply however no charge will apply to credit card payments made after 18<sup>th</sup> December 2017 (no charge will be applied at any time for payments made by cheque or debit cards). If a cheque payment is declined by your bank for any reason, an administration charge of £30 will be made. If you return your payment counterfoil before the date that payment is due, this authorises us to take payment early. If we do not receive all payments in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 8 depending on the date we reasonably treat your booking as cancelled.

Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until a contract between us comes into existence. After that point, your agent will hold the monies on our behalf until they are paid to us. For flight inclusive bookings, all monies paid to any authorised travel agent of ours for your holiday with us will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the travel agent's obligation to pay such monies to us in accordance with our trading terms unless we fail. In the unlikely event of our financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the agent to pay such monies to us.

### **3. Passports, Visas and Other Entry Requirements**

Please note that you are entirely responsible for ensuring that everyone in your party has the necessary correct and up-to-date personal documentation before you start the tour and that you all fulfil the passport, visa, health and any other entry requirements applicable to your chosen tour. We do not accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty, costs or expenses being imposed on us, you will be responsible for reimbursing us accordingly. In addition, should you be unable to travel on the holiday as a result, cancellation charges as shown in clause 8 of these booking conditions will apply.

For British Citizens, a standard 10-year British passport which must also be valid for at least 6 months beyond your intended return travel date is required for all holidays outside of the UK. In many cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s) visited). If your passport expires before this, it may still be acceptable, but you should contact your local Passport Office or the consulate or embassy of the country/countries you plan to visit/transit through, for detailed advice. Information is also available on or through the UK Government Foreign & Commonwealth Office website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice). Customers applying for a first passport or renewing their passport should allow at least six weeks to obtain one as you may be required to attend a personal interview with the Passport Office, however, in all cases, please apply as far ahead as possible so as to allow time for unexpected delays.

If you have a British passport issued outside of the UK or if you are not a British Citizen, it is your responsibility to check entry requirements with the relevant embassy or consulate of the country/countries that you plan to visit or transit through.

It is your responsibility to ensure your party obtains all necessary visas before departure including any additional visas or other documents required when travelling on any of our rail or cruise tours that visit other countries/ports independently. Also, some nations now have very strict documentation requirements for those travelling with children and notarized birth certificates and/or other documents may be required for children under 18. Visa requirements may change at short notice and we recommend that you check the latest position in good time before your departure. Information on this subject is available on or through the UK Government Foreign & Commonwealth Office website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice).

It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Information is available from your GP surgery and from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org) and also on [www.nhs.uk/Livewell/Travelhealth](http://www.nhs.uk/Livewell/Travelhealth). For European holidays, you should obtain the European Health Insurance Card (EHIC) prior to departure from [www.ehic.org.uk](http://www.ehic.org.uk) for access to health care in many European countries. An EHIC is not a substitute for travel insurance. Some nations require proof of vaccinations for all travelers. Vaccination and other health requirements/recommendations are subject to change at any time for any destination and we would advise that you check with a doctor or clinic not less than six weeks prior to departure to ensure that you have met the necessary requirements and have the applicable information.

For information concerning passports, visa and other entry requirements for any destination, we recommend contacting the UK Government Foreign & Commonwealth Office website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) or speak with your authorized travel agent if you are unsure about the visa requirements for your travel destination.

### **4. Travel Insurance**

It is a condition of booking that you take out sufficient and appropriate travel insurance cover. We recommend you do this at time of booking so that your deposit (less any applicable excess) is recoverable in the event of a cancellation covered by the policy. To purchase the insurance policy we offer please contact us for details. If you take out your own cover please provide us with details of the insurance company, the policy number and the 24-hour emergency telephone number prior to departure or when requested. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies. The duration of the holiday as shown on the booking confirmation or as advertised in the brochure or on our website includes the day of departure and day of return and is the period to be used for insurance purposes. Read our policy details carefully and take them with you on holiday. Should you choose to extend your

holiday (either at the start or the end of your holiday), you will need to extend the duration of your insurance cover. 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. Holiday Prices**

Please note changes and errors occasionally occur. We reserve the right to increase/decrease and correct errors in advertised prices at any time before your holiday is confirmed. Before you make a booking, we will give you the basic price for your chosen holiday. You should check all details before you make your booking. Upgrades, holiday extensions or any other variation which you have requested are on a request basis with our suppliers and subject to availability, and prices for these will only be confirmed once the prices and availability has been confirmed by our suppliers. For all holidays, once you have accepted the basic price and a booking has been confirmed, that price is fully guaranteed and will not be subject to any surcharges.

### **6. Suitability of the Tour and Behaviour**

We reserve the right in our absolute discretion to terminate without prior notice the holiday arrangements of any customer whose behaviour is such that it causes or is likely to cause, in our reasonable opinion, or in the opinion of any Tour Manager or any other person in authority, distress, damage, danger or significant annoyance to any third party, or damage to property. In these circumstances all our obligations to you under our contract or otherwise will cease, full cancellation charges will apply and we will not be liable for any refund, compensation or costs incurred by you whatsoever. Our tours can be physically demanding and we also reserve the right to terminate your holiday where, in the reasonable opinion of any person in authority (including office staff or your Tour Manager when you join your holiday), your physical condition means you are unable or likely to be unable to cope with the tour or to experience significant difficulties in doing so. It is your responsibility to disclose an accurate account of your mobility and all other relevant information relating to your health and fitness at the time of booking. You must advise us of any change to your level of mobility or health and fitness between booking your holiday and departing on your tour. Please also see also clause 17.

### **7. Alterations to Your Booking and Booking Transfers**

Please notify us in writing if circumstances arise whereby you wish to transfer to another available holiday in this brochure or on our website, depart on a different date or make other alterations to your confirmed holiday. Any alterations requested 60 days or more (90 days or more for cruise and private train holidays) prior to departure will be subject to a minimum alteration fee of £40 per person together with costs or charges incurred or imposed by any of our suppliers. Any alteration to your booking requested less than 60 days (90 days for cruise and private train holidays) prior to departure will be regarded as a cancellation and cancellation charges as set out in clause 8 will be payable. Name changes can be made up to 21 days prior to departure for an alteration fee of £40 per person together with any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

Please be aware that certain arrangements, such as low-cost flight bookings, may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

### **Transfer of Booking**

If 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 arrangements;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £40 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 8 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

### **8. Cancellation by You**

Should you wish to cancel your holiday, notice can be given verbally but must be followed up in writing by the party leader. Your notice of cancellation will only take effect when it is received in writing by us. Since we incur costs in cancelling your arrangements, you will be required to pay the applicable cancellation charges up to the maximum shown below. The amount of the cancellation fee depends upon the date when the written notice of cancellation is received by us. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling, excluding insurance premiums arranged through us and amendment charges which are not normally refundable. The scale of cancellation charges is as follows:

	<b>Cruise &amp; Private Train holidays</b>	<b>All other holidays</b>
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91 days or earlier	Loss of deposit*	Loss of deposit*
From 61 to 90 days	45% of final invoice	Loss of deposit*
From 41 to 60 days	60% of final invoice	35% of final invoice
From 28 to 40 days	75% of final invoice	60% of final invoice
From 14 to 27 days	90% of final invoice	85% of final invoice
13 days or less prior to departure	100% of final invoice	100% of final invoice

\*Loss of Deposit means the loss of the full brochure deposit amount, including the outstanding balance of any 'low deposit' payment you have made, and includes loss of any additional deposit paid for holiday variations and holiday extensions as referred to in clause 2.

We will deduct the cancellation charge(s) from any monies you have already paid to us.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. Where any cancellation reduces the number of full paying party members below the number on which the price, or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly. Any such additional costs are not cancellation charges.

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.

#### **Cancellation by You due to Force Majeure**

You have the right to cancel your confirmed arrangements before the departure date without paying the above cancellation charges in the event of unavoidable and extraordinary circumstances occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the arrangements or significantly affecting 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 compensation. Please see clause 10 for more information on force majeure.

#### **9. Changes and Cancellations by Us**

We start planning the holidays we offer many months in advance and occasionally, we have to correct errors and/or make changes to the information contained in our brochures, our website and other details, both before and after bookings have been confirmed, and also cancel confirmed bookings (which would for the avoidance of doubt expressly include any variations or extensions booked by you and which are part of the package and your confirmed booking). Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

**Minor Changes by Us:** A minor change is any change which is not a significant change as referred to below.

**Significant Changes by Us:** A significant change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could reasonably expect to have a significant effect on your confirmed holiday. Occasionally, we have to make a "significant change" before departure such as a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, a change of UK departure point to one which is significantly more inconvenient for you or a significant change of itinerary missing out one or more major destination substantially or altogether.

**Cancellations by Us:** All our escorted holidays are organised on the basis of a minimum number of clients (usually 15). In the unlikely event the holiday (which would include any individually purchased variations or extensions), has to be cancelled because of insufficient numbers, you will be informed at least 60 days (90 days for cruise and private train holidays) prior to departure.

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 the following options:

- a. accepting the changed arrangements; or
- b. purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other, then available, holidays. You must pay the applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper; or

- c. cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us (including, where appropriate, the price paid for any holiday extensions or additional service purchased from us and included in your package).

Please note the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel before departure we will, where appropriate, pay you reasonable compensation depending on the circumstances and when the significant change or cancellation is notified to you. We will also, where appropriate, pay you any reasonable proven costs and expenses you incur as a result of a cancellation or significant change. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

Compensation will not, however, be payable and no liability, beyond offering the above mentioned choices, can be accepted where:

- a. we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care; or
- b. we have to cancel because the minimum number of client bookings required to run your holiday has not been reached and we have notified you at least 60 days (90 days for cruise and private train holidays) before departure; or
- c. we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time); or
- d. we make a minor change; or
- e. we make a significant change or cancel your arrangements more than 60 days before departure (90 days for cruise and private train holidays); or
- f. where the change or cancellation by us arises out of alterations to the confirmed booking requested by you.

In any of the circumstances referred to above we will not be liable for the cost of any service (such as, but not limited to, flights, hotels and connecting rail travel) which is purchased in connection with any holiday but which is not booked through us, or for any related expenses such as cancellation charges or amendment fees for any service which cannot be used or has to be cancelled or amended as a result of our having to cancel or make a significant change to any holiday.

Very rarely, we may be obliged as a result of "force majeure" (see clause 10) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will, if possible, make suitable alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

#### **10. Force Majeure**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 12(2) below) as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, epidemic, closure of rail lines, stations, airports or airspace and all similar events outside our or our suppliers' control. Advice from the UK Government Foreign & Commonwealth Office to avoid or leave a particular country may constitute force majeure.

#### **11. UK Government Foreign & Commonwealth Office Advice**

You are responsible for making yourself aware of UK Government Foreign & Commonwealth Office advice and warnings in regard to the safety of the countries and areas in which you will be travelling to and to make your own decisions accordingly. Global and political situations do change. Your safety is our first consideration and if the UK Government Foreign & Commonwealth Office advises against travel to a certain country, we will act on this advice. If such advice is to avoid or to leave a particular country or area this may constitute force majeure (as described in clause 10). The UK Government Foreign & Commonwealth Office issues regular advice and updates on their website at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) which you are recommended to consult before booking and again in good time prior to departure.

#### **12. Our Liability to You**

(1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel, Package Holidays and Package Tours Regulations 1992 and the EU Directive 2015/2302 on Package Travel (and subsequent UK regulations) as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to, following the complaints procedure as described in these 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.

(2) We will not be responsible for any injury, illness, death, loss (including loss of possessions and loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- a. the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party
- b. the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- c. due to unavoidable and extraordinary circumstances or “force majeure” as defined in clause 10 above.

(3) Please note we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or on our website and we have not agreed to arrange them as part of our contract and any excursion you purchase during your holiday. Please also see clause 18 “Excursions, Activities and Brochure/Website Information”.

(4) We limit the amount of compensation we may have to pay you if we are found liable under this clause as follows:

***(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 assumed 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 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 and rail, or any stay in a hotel:***

(i) 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 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. 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) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, 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.

***(d) Claims in respect of international travel by sea or inland waterway***

Travel by sea is governed by the provisions of the Convention Relating to the Carriage of Passengers and their Luggage by Sea 1974 as amended in 1976 (the Athens Convention) and, where applicable, EU Regulation 392/2009 relating to the Liability of carriers of passengers by sea in the event of accidents. The extent of our liability will in all cases be limited as if we were the Contracting Carriers under the Athens Convention and/or EU Regulation 392/2009.

The Athens Convention and EU Regulation 392/2009 limit the carriers’ liability for death or personal injury or loss or damage to luggage and makes special provision for valuables. It is presumed that luggage has been delivered to you undamaged unless written notice is given to us and/or the carrier;

- a. in the case of apparent damage, before or at the time of disembarkation or redelivery; or

- b. in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.

Damages for cabin luggage payable by the carrier are limited up to the Athens Convention limit of 833 Special Drawing Rights ("SDRs") or 2250 SDRs if EU Regulation 392/2009 applies.

Any liability in respect of death and personal injury and loss of and damage to luggage which we may incur to you shall always be subject to the limits of liability contained in the Athens Convention or EU Regulation 392/2009 for death/personal injury of 46,666 Special Drawing Rights (SDR) or 300,000 SDR under Athens Convention or 400,000 SDRs under EU Regulation 392/2009 except in the case of liability for war or terrorism 250,000 SDRs.

We are not liable for valuables, monies or other securities including jewelry and watches. If they have been deposited with the reception desk on the ship for safe keeping and a receipt issued, then in those limited circumstances the Carrier's liability will be as set out in the Athens Convention or EU Regulation 392/2009. The use of safes onboard a Vessel is not a deposit with the ship or with the company under the Athens Convention or EU Regulation 392/2009 or otherwise. The limits are 1200 SDRs pursuant to Athens or 3,375 SDRs pursuant to EU Regulation 392/2009.

Limits shall be reduced in proportion to any contributory negligence by the Passenger and by the maximum deductible specified in Article 8 (4) of the Athens Convention or EU Regulation 392/2009.

Where carriage is performed on inland waterways, and the vessel does not go to sea the liability provisions relating to sea going vessels do not apply to the cruise. In those cases the liability of the Carrier to customers shall be determined in accordance with English law (the Merchant Shipping Act) and The Convention on Limitation of Liability for Maritime Claims 1996 (LLMC 96) as amended by SI 1998/1258, a copy of which will be provided by on request or can be found at: <https://www.legislation.gov.uk/uksi/1998/1258/contents/made>.

The limits for non-sea going passenger vessels is 175,000 SDRs per passenger limit. Liability for property claims will be at least 1,000,000 SDR's under SI 1998/1258 (4)(b)(i)). The Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels, referred to as the "Strasbourg Convention" with protocols and amendments, applies to vessels sailing on waterways located in the territory of a state party subject to (i) the "Revised Convention relating to the Navigation of the Rhine of 17 October 1868" and (ii) the "Convention of 27 October 1956 concerning the canalization of the Moselle" (Article 15(1) of the Strasbourg Convention: <https://www.ivr-eu.com/expertises/legal/?lang=en>). If the Strasbourg Convention applies the limits for customer claims are 60,000 SDRs per customer subject to a minimum of 6,000,000 SDR's (see Article 7). The Carrier's liability for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by customers shall, in the first instance, be governed by the Convention on Limitation of Liability for Maritime Claims 1996 as amended by SI 1998/1258 or where applicable the Strasbourg Convention. The Carrier's liability therefore shall not exceed those limitations provided by the said LLMC 1996 and SI 1998/1258 or where applicable Strasbourg Convention or in any further revisions, protocols and/or amendments thereto as shall become applicable. Where the LLMC 1996 or If applicable Strasbourg Convention permits the Carrier to apply a deductible, the Carrier may apply that deductible.

SDRs are a monetary unit of the International Monetary Fund and current exchange rate can be found in major financial newspapers.

(5) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any nature or 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) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses or expenses including, without limitation, self-employed loss of earnings.

### **13. Complaints and Problems**

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform your Tour Manager and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to your Tour Manager and the supplier as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. Only the party leader should write to us. If you fail to follow this simple complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

Please note that we do offer an Alternative Dispute Resolution service, through our ABTA membership. Please see clause 14 for further details.

### **14. Arbitration**

We are a Member of ABTA, membership number V2170. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

### **15. Conditions of Suppliers**

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions or EU regulations (see clause 12(4)(c)). Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

### **16. Special Requests**

If you have any special requests, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically confirmed this. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation letter/invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request and all such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

### **17. Medical Conditions/Disabilities/Reduced Mobility**

Regrettably, many of our tours are not suitable for customers with certain disabilities and they can also be physically demanding. If you have any medical condition or disability which may affect your tour or any health, fitness or mobility concerns which may affect your ability to cope with the tour, please give us full details before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. We will make reasonable efforts to accommodate special needs or cause our suppliers to accommodate them, but, if we are to help you choose the right tour for your health, mobility and fitness, we must be aware of all details. Please note that Tour Managers cannot provide individual assistance with boarding trains or coaches, or handle your luggage. It is your responsibility to provide us with full and accurate details of your mobility, health and fitness (including any disability), so we can advise you on the suitability of tours. As standard practice all customers are asked at the point of booking whether they have any mobility limitations or health concerns which may impact on their tour. Customers are required to provide all relevant information to ensure that this matter has been carefully considered and we are aware of any issues. 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.

You must also advise us as soon as possible of any change in any disability or medical condition or your health, fitness or mobility or if any medical condition or disability which may affect your tour develops after your booking has been confirmed. Please also see clause 6.

### **18. Excursions, Activities and Brochure/Website Information**

The information contained in our brochure and on our website is correct to the best of our knowledge at the time of the brochure going to print or at the time of publication on our website. Whilst every effort is made to ensure the accuracy of the brochure and prices at the time of printing or publication, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

We may provide you with information (in our brochure, on our website and/or when you are on holiday) about activities and excursions which are available in the area you are visiting but cannot be pre-booked with us or otherwise purchased via ourselves. We have no involvement in any such activities or excursions which are not run, supervised, controlled, inspected or endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we or your Tour Manager suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 12(1) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury. We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area(s) you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services



are not under our control. If you feel that any of the activities or excursions mentioned in our brochure or on our website which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation.

If we become aware of any material alterations to destination/area information and/or such outside activities or excursions which can be reasonably expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

### **19. Flights**

In accordance with EU Directive (EC) No 2111/2005, we are required to bring your attention the existence of a "Community List" which contains details of air carriers that are subject to an operating ban within the EU Community. The Community List is available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm). We are also required to advise you of the carrier(s) or, if the carrier(s) is not known, the likely carrier(s) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) and/or flight routings (including indirect routings) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm flight routings and/or flight timings. Where flight routings and/or flight timings are given at the time of booking or detailed on your confirmation letter/invoice these are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your itinerary which will be dispatched to you approximately 10 days prior to departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched. We will contact you as soon as possible if this occurs. Any change in the identity of the carrier(s), flight timings, routings (including a change from direct to indirect routings) and/or aircraft type (if given) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions. Regardless of any information given in good faith, operational changes may be made by an airline at any point and we cannot be responsible for these. If the carrier(s) with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/the carrier(s) are unable to offer you a suitable alternative the provisions of clause 9 (Changes and Cancellations by Us) will apply. Prices quoted in this brochure and on our website are based on special airfares offered to us by the airlines for group travel. These represent a reduction on the normal IATA fares which entitle passengers to privileges and flexibility that our clients do not normally require as part of the holiday. Should you wish to book our holiday using a flight other than that shown in the brochure/on our website, a flight variation charge from £50 per person will apply in addition to the difference in cost between our special fare and the normal IATA fare for the flight(s) required. Tickets at our special fare are valid only on the airline and dates shown and do not automatically entitle passengers to switch to another carrier in case of a flight cancellation, delay or technical problems with the aircraft or the reservation. Please note that most airlines now operate 100% non-smoking services.

### **20. Denied Boarding Regulations**

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/ or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations as your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Please note, your rights under clause 9 ("Changes and Cancellations by Us") and clause 12 ("Our Liability to You") of these booking conditions are not affected by the above Denied Boarding Regulations except that we are entitled to argue that the amount you receive or are entitled to receive from the airline is sufficient to meet any compensation obligation we may have to you as your tour operator as a result of any such cancellation, delay, downgrading or denied boarding.

### **21. Rail Journeys and Reservations**

We request rail reservations many months in advance and although we do our best to follow the routes noted on the itinerary there might be occasions when a different routing and/or departure time is necessary due to timetable variations or seat availability. Regardless of any information given by us in good faith, operational changes may be made by a rail supplier/operator at any point and without notice, and we cannot be responsible for these.

Increasingly, trains are 100% non-smoking, and reservations are requested in non-smoking accommodation, although at busy times we may be allocated some smoking seats.

We cannot make specific requests for smoking seats. Prices quoted in this brochure and on our website are based on special fares negotiated with our rail partners for group travel. Should you wish to travel on any Eurostar or other rail service, other than those included as part of your group holiday, a rail variation charge of £25 per person per service plus any additional cost will apply. Any change involving sleeper services will be quoted on an individual basis.

Tickets for Eurostar train services are issued subject to the conditions set out in Eurostar International Limited's conditions of carriage and/or the conditions of carriage of the carrier in question, copies of which are available from travel agents appointed by Eurostar International Limited or supplied on request.

## **22. Your Financial Protection**

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure or our website and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL (ATOL number 3278) administered by the Civil Aviation Authority for packages which include a flight and a bond held by ABTA (ABTA number V2170) for packages that do not include a flight ([www.abta.com](http://www.abta.com)).

When you buy an ATOL protected flight or flight inclusive holiday from us, you will receive an ATOL Certificate\*. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

\*The flights and flight inclusive holidays we arrange are ATOL protected providing they are made available in the UK. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

If your holiday does not include flights, ABTA will financially protect your holiday by ensuring you receive a refund or, if your arrangements include return travel to the UK (other than flights), you are returned to the UK in the event that your holiday cannot be provided as a result of our insolvency. Please go to [www.abta.com](http://www.abta.com) for a copy of the guide to ABTA's scheme of financial protection.

If you book arrangements other than an ATOL protected flight or package holiday from us, your monies will not be financially protected. Please ask us for further details.

## **23. Prompt Assistance**

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to you or a third party unconnected with the provision of the arrangements, or as a result of failures due to unusual and extraordinary circumstances, and you suffer an injury or other material loss, 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 with distance communications and finding alternative travel arrangements. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any 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 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.

## **24. Data Protection**

Great Rail Journeys Limited is a data controller for the purposes of the Data Protection Act 1998 and the General Data Protection Regulation. Please be assured that we have measures in place to protect the personal information you give us. This information will be passed on to the relevant suppliers of your travel arrangements. It may also be provided, either by us or by the suppliers of your travel arrangements, to third parties and public authorities such as banks and credit card companies, customs or immigration if required by them, or as required by law. Certain

information may also be passed on to security or credit checking companies or insurance providers. The above applies to any sensitive information that you give to us such as details of any disabilities, medical conditions, or dietary/religious requirements but we will obviously only pass these on where necessary to do so to provide the service you have requested. If we cannot pass on this information as set out above, we may be unable to provide your booking or other services you have requested (for example, travel insurance). In making your booking, you consent to this information being passed on to the relevant persons who may be outside the EU/ European Economic Area. If you travel outside the EU/European Economic Area, controls on data protection may not be as strong as the legal requirements in the UK.

We would like to use your details for marketing purposes (e.g. sending you our brochures) and to pass them on to other companies within our group who may also contact you for marketing purposes. If you do not wish to receive any further information from us or other companies in our group please let us know this at the time you give us your details or, if you do not do so then, at any time subsequently. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances we may be entitled to refuse your request. To improve our service, calls may be recorded for training and quality purposes.

Please see our privacy policy for further information at <https://www.raildiscoveries.com/things-you-should-know/privacy-statement/> and our policy on privacy and cookies at <https://www.raildiscoveries.com/things-you-should-know/statement-on-cookies/>

## **25. Law & Jurisdiction**

English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim (and whether or not involving any personal injury) must be dealt with under the ABTA or AITO Arbitration Schemes (if the Scheme is available for the claim in question – see clause 14) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland or Northern Ireland as applicable (but if you do not so choose, English law will apply).