

BOOKING CONDITIONS

CHOOSING YOUR HOLIDAY

The Travel Bureau is a member of ABTA, and is licensed by the Civil Aviation Authority, ATOL No. 3368 and bonded with major banks/insurance companies to protect customer holiday payment and repatriation. We will accept liability for matters which arise as a direct result of our negligence and/or breach of our contractual duty to exercise care in making arrangements for you, including any acts of omissions by our employees or agents. Further we will accept liability for any negligent act or omission of our suppliers whilst they are acting with a scope or in the course of their employment to provide any service or arrangement forming part of the holiday that you have booked with us, including any claim involving death, personal injury or illness. In respect of carriage by air, sea and rail and the provision of accommodation, our liability in all cases will be limited in accordance with the relevant international conventions. It is important to note that travel with a particular carrier will be subject to the conditions of carriage of that carrier, some of which may limit or exclude liability. Operational decisions may be taken by various carriers resulting in delays, diversions or rescheduling. The Travel Bureau Railtours has no control over such decisions, and is therefore unable to accept responsibility for them.

BOOKING YOUR HOLIDAY

When you wish to confirm a holiday booking you must sign a booking form and pay a deposit of £150.00/£250.00 per person. When you sign the booking form you are confirming that you understand and have accepted our Important Holiday Information / Booking Conditions that form the basis of any contract between The Travel Bureau and yourselves, which is subject to the English law and the exclusive jurisdiction of the English Courts. When booking, if you wish to make a modification to a holiday shown in our brochure we will try to assist. Should you wish to extend your holiday making your own private arrangements, this can usually be done subject to an administrative charge of £25.00 per person.

MAKING CHANGES TO YOUR HOLIDAY CONTRACT

Your contract is with The Travel Bureau Railtours. Before your booking is confirmed and a contract comes into existence we reserve the right to increase or decrease brochure prices. The booking is not accepted until the date shown on the invoice, which will be sent to you. It is only then that a contract exists between you and us.

TOUR PRICES & SURCHARGE

All prices quoted on our tour sheets are calculated on the following basis:

Scheduled air fares as known at September 2010 and rates of exchange as known at September 2010. Australian 1.5, United States Dollar 1.4. Other currencies used are Euro 1.1. The price of your holiday is subject to surcharges on the following items: Governmental action/currency/aircraft fuel/overflying charges/ airport charges and increases in scheduled airfares. Even in this case we will absorb an amount equivalent to 2% of the price, which excludes insurance premiums, and any amendment charges. Only amount in excess of this 2% will be surcharged but where a surcharge is payable there will not be any administration or commission charges made.

If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the invoice.

This clause will apply to your booking to the extent that it is allowed by a change to the Surcharge provisions of the Package Travel Regulations 1992.

The price of your travel arrangements is subject to surcharges on the following items for increases in transportation costs e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator/organiser, Government action such as increases in VAT or any other Government imposed increases, currency in relation to adverse exchange rate variations.

Where a surcharge is payable there will, in addition, be an administration charge of £1 together with an amount to cover agents commission. If the surcharge amounts to more than 10% of the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel because of this you must exercise your right to do so within 14 days from the issue date printed on the invoice.

PAYING FOR YOUR HOLIDAY

Any balance paid by credit card will incur an additional 2.0% charge. No charges applied to balances paid by cheque or debit card.

Any payment made by you to an agent in respect of a contract with us is held by the agent on our behalf at all times. Balance is due 12 weeks prior to departure.

CANCELLATIONS AND ALTERATIONS BY US

Occasionally a change may be necessary to the tour, and we reserve the right to make these. Although your confirmation will show latest route timings these will not be confirmed until despatch of tickets and may change after this due to circumstances beyond our control. Usually only minor changes are made to arrangements which are not obliged to advise and for which no compensation or refund is due. However, if major changes are made, as defined in the next paragraph, we will advise you as soon as we are in the position to do so and you have a number of options available to you subject to [2.5].

Major changes – Changes of UK airport (excluding London airports), seaports, stations (excluding London stations), time of departure more than 12 hours, accommodation of a lower official classification, cancellation of holiday.

Minor changes – these include change of flight time by less than 12 hours, routings, aircraft type or overseas arrival airports/seaports/rail stations, and any other change not specified in paragraph [2.2] above.

If we alter your booking in any way which amounts to a major change as defined above, or if we cancel the original booking within 61 days of the scheduled departure you will be free to:

Accept the new holiday arrangements offered by us, or Cancel your holiday with us altogether and receive a full refund of all monies paid. You must notify us of your choice within 7 days of our offer of the alternative holiday's arrangements. If you fail to do so we will assume that you have chosen to accept the alternative holiday offered. Whichever option you choose you will be entitled to compensation as outlined in the table below, subject to [2.4]

Compensation per person	
More than 60 days	Nil
60 – 42 days:	£10.00
41 – 28 days	£20.00
27 – 15 days	£30.00
14 – 0 days	£50.00

Compensation payments or refunds will not be made where the changes are caused by situations under the heading force majeure, such as war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural disasters, epidemic, health risks, fire, technical problems to transport, closure or congestion of airports, stations or ports, cancellations or changes of schedules by carriers ceasing to operate due to adverse weather conditions or other reasons and similar events outside our control or where we cancel because you have failed to pay the balance of your holiday cost.

IF WE CANCEL YOUR HOLIDAY

We reserve the right in any circumstances to cancel your holiday for any reason. However we will not cancel your holiday within 61 days of departure unless it is for a reason outside our control. If we have to cancel your holiday we will offer you:-

A full refund of all monies paid.
Plus major change compensation as detailed.

TRAVEL DELAYS

Flight delays do occasionally occur. In this event the airline concerned may provide refreshments and if, necessary, overnight accommodation depending on the expected length of delay, and time of day and the airport in question. This does not apply to Rail or Ferry reservations whereby no liability is accepted.

CONDITIONS OF CARRIAGE

When you travel by air, rail or ship, carriage conditions of that carrier apply. Conditions are often the subject of international agreements between countries.

REFUND DUE

Any refund due to you for any part of the tour cancelled by us whilst away will be done so upon your return within 28 days. Tour escorts cannot refund locally.

BEHAVIOUR

If in the reasonable opinion of any airline pilot, hotel manager, tour leader or other person in authority, your behaviour is causing danger, damage to property, persistently affecting the enjoyment of others or is considered unreasonable, we reserve the right to terminate your holiday. Should this happen no refund or compensation would be paid, and we will not meet any expenses of costs incurred as a result of the termination.

COMPLAINTS

WHILST ON HOLIDAY

If you have a cause for complaint whilst on holiday, you must bring it to the attention of the Tour Escort / Hotel (if unescorted), who will do their best to rectify the situation. It is unreasonable to take no action whilst on holiday, but then to write a letter of complaint upon return. We regret we cannot accept any liability in relation to any complaint or problem if you fail to notify us strictly in accordance with this paragraph. If you have reason to complain and fail to make this known to the tour escort/or hotel the this may reduce your rights under this contract.

ON YOUR RETURN

If a problem remains unresolved during your holiday, you should make a complaint in writing to The Travel Bureau Railtours within a reasonable period of time upon your return.

DEALING WITH COMPLAINTS

We certainly hope that we can settle any holiday complaint amicably, however should this not prove to be the case you may refer any dispute relating to this contract to an Arbitrator appointed by the Chartered Institute of Arbitrators. The scheme provides for a simple inexpensive method of arbitration on documents alone with restricted liability of the client in respect of costs. The scheme does not apply to claims for an amount greater than £5000 per person or £25000 per booking form, or to claims which are solely or mainly in respect of physical injury or illness, or the consequences of such injury or illness, although claims which include an element of minor injury or illness can be considered subject to a limit of £1000 per person, within the above amounts. An application for arbitration must be made within nine months of the date of return from the holiday, but in special circumstances it may still be offered outside the period. Details may be obtained from ABTA.

PERSONAL INJURY CLAIMS

(UNCONNECTED WITH ARRANGEMENTS MADE BY US)

Should you or any member of your party suffer illness, personal injury or death through any misadventure during your holiday arising out of an activity which does not form part of your holiday arrangements provided by The Travel Bureau Railtours, we will, in our reasonable discretion, offer you advice, guidance and assistance. This may include a contribution towards your initial legal costs of making a claim against the offending party. Any contribution made by us will be limited to £5000 per booking form. Any request for assistance must be made within 90 days from the date of the misadventure in question. If you are able to make recovery of these costs whether from the third party or from a policy of insurance you may be asked to refund our outlay.

DATA PROTECTION STATEMENT

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as 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.

If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disability, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.) Full details of our data protection policy are available upon request.

FOREIGN OFFICE ADVICE

The safety of our customers overseas is our priority and as such we work in line with the advice provided by the Foreign and Commonwealth Office. We do recommend that you keep up to date with this advice, which can be accessed via the FCO website www.fco.gov.uk

MAKING CHANGES BEFORE DEPARTURE

If you want to change any part of your holiday arrangements after the balance invoices has been issued, this can be done, (up to 42 days prior to your departure) for a charge of £25.00 per booking, subject to availability and any extra cost incurred. If you want to make any changes within 42 days of your departure date than these will be treated as a cancellation charge of the original booking, and cancellation charges will apply.

CHANGES MADE BY YOU WHILST ON HOLIDAY

Any deviation to the main itinerary is done so at your own expense.

CANCELLATION

If you or anyone on your holiday booking decides to cancel the holiday we must be notified of the decision in writing. The cancellation will take effect from the day the written confirmation is received. Once the holiday has commenced, no refund will be made, in addition to the above cancellation fee, the full insurance premium is also payable in the event of cancellation. We strongly recommend that you take out full insurance.

The following scale of charges will be payable depending on when the notification of cancellation is received.

Prior to 42 days	deposit forfeited
29-42 days	50% of holiday cost
15-28 days	60% of holiday cost
07-14 days	90% of holiday cost
0-6 days	Total Cost

Insurance premiums are non refundable in the context of this clause. It is the policy of some airlines to levy a 100% cancellation charge at the time of booking, particularly for APEX type reduced fare tickets. If a tailor made holiday includes such a ticket, the company regrets that it has no alternative but to pass on the charge to the customer.

TRANSFERRING BOOKINGS

If you are unable to travel, in certain circumstances which we consider reasonable, we may allow you to transfer your booking to another tour, and will only be allowed if all suppliers, e.g. airlines,

hotels, are prepared to accept the transfer. In cases where a transfer is allowed, an administration charge of £50 per person outside 42 days of departure, and £100 per person inside 42 days, will be made plus any charges that may be levied by suppliers.

TRANSPORT CARRIER TYPES

We will not always quote aircraft, rail & ferry types on you confirmation. Cancellation by you for a change of carrier or aircraft type will incur the usual cancellation charges.

The air holidays in this brochure are ATOL protected by the Civil Aviation Authority.

Our ATOL number is ATOL 3368

The Travel Bureau is fully bonded by ABTA, V6082 and Civil Aviation Authority, ATOL No: 3368 and is a trading name of D&YM Walters & T. Wildman.

IMPORTANT INFORMATION

INSURANCE

It is important that you have insurance cover and that it is adequate for your needs. Please check carefully to ensure that it provides an equal or higher level of cover. No liability will be accepted for any clients travelling without adequate travel insurance.

TOUR ACCURACY

All information shown on our tour sheets with regards to hotels/facilities and all other services, i.e. rail excursion, coach excursions has been compiled as accurately as possible. There may be times when certain services/ facilities are unavailable/limited. Such situations may be dictated by local circumstances, unsuitable weather conditions, necessity for maintenance etc. We cannot accept responsibility for any such problems, which are outside the tour operator's control. When we are told of any significant or long term changes we will always endeavour to advise you prior to your departure.

HOTEL GRADINGS

Standards can vary between hotels of the same class in different countries, and even in the same country. Accommodation in all hotels, whatever the rating, is in standard rooms unless otherwise stated.

SINGLE ROOMS

Please note the type of single room allocated is usually decided upon arrival at the hotel. Single rooms that sleep only one person may often be less well-appointed and small even though a supplement is payable. On touring holidays single rooms can not always be guaranteed. Supplements paid will be refunded if a single room previously confirmed was not available on arrival at the hotel.

TWIN/ DOUBLE ROOMS

The definition of twin and double rooms can vary from country to country. A twin may be defined as 2 separate mattresses in a double frame. Unless stated by you that separate beds are necessary, we must advise that we have no control over the type of accommodation provided.

OTHER HOTEL GUESTS

Many hotels accommodate conventions and conferences, we have no control over the acceptance of bookings at the hotels we feature on our tours.

MEALS

Meals if included are based on table d'hôte menus, Refunds on meals not taken cannot be given. Special diets of any kind (including vegetarian) can seldom be catered for adequately within the constraints of a table d'hôte menu and cannot be guaranteed. We would therefore strongly recommend that anyone with special requirements may find it necessary to buy the most acceptable from the a la carte menu available locally at their own expense.

MEALS ON TRAINS

1st Class Eurostar tickets normally include a light snack, but this cannot be guaranteed due to circumstances beyond our control.

HEALTH

You must advise us at the time of booking if you have a health problem or any special needs. If asked you must at your own expense provide The Travel Bureau with such doctors' letters or other documents. An appropriate medical form will be sent to you for completion after notification to us.

DISABILITY

The Travel Bureau Railtours is happy to give you advice that will meet your requirements. Many destinations lack even the simplest facilities such as ramps for wheelchairs, lifts etc. Therefore in order to assist we must at the time of booking be provided with full details in writing regarding your disability and any special requirements as a result of this. An appropriate medical form will be sent to you for this purpose.

PASSENGER LUGGAGE & TRANSFERS

The Travel Bureau Railtours do not on any of the tours featured offer passenger or luggage transfers unless stated on the tour sheet. In some areas local conditions may make it necessary for transfers to be to the nearest available point and involve a degree of walking. Luggage should be kept to a minimum and be prepared to carry on and off trains and between Railway Stations and hotels.

TOUR ESCORTS

Our tour escorts are there to assist wherever possible, non of our escorts are bi-lingual. REPRESENTATIVE SERVICES FOR INDEPENDENT TRAVELLERS Please note we do not have representative services available in all the destinations we feature and therefore you will not necessarily be met on arrival. Please ensure you refer to your itinerary which will provide the appropriate contact details should you needs assistance whilst on holiday.

PUBLIC HOLIDAYS

Virtually all countries have public holidays, religious or otherwise. We suggest that you take this in to consideration when selecting your tour. Every effort has been made to avoid public holidays, however as our tours are prepared several months ahead it is not always possible to be accurate with forthcoming dates.

DIRECT FLIGHTS

The flight routings used in connection with our holidays may be used on special fares, which do not necessarily take the most direct route. Some itineraries require a change of aircraft enroute. A flight that is described as direct is one where there is no need to change aircraft during the journey. However stops may be made en route for re-fuelling or to let passengers on and/or off.

FLIGHT SEAT REQUESTS

We strongly recommend (particularly if you are flying economy class), that you check in early if you have particular seat requests. The Travel Bureau Railtours has no control over the allocation of seats and even if pre booked with the airline, no guarantee can be made that they will be still available on departure.

UPGRADING YOUR FLIGHT

It may be possible to upgrade your flight. Prices are available on request.

SMOKING & NON SMOKING

All flights and Rail reservations are non-smoking. Rail reservations are requested in non-smoking. We cannot guarantee seats will be facing or back to the direction of travel, as many trains reverse during their journey.

WEATHER

World weather is becoming more erratic and unpredictable and we cannot be held responsible for disruption to your holiday due to bad or unusual weather conditions.

TRAVEL INFORMATION AND DOCUMENTS

Approximately 7 days before departure you will receive your tickets together with an itinerary. However in the case of late payment and/or late bookings, tickets may be handed to you at the airport/rail station on departure. Please ensure that you check the timings on your tickets.

FLIGHT/RAIL/FERRY CHANGES

Carriers occasionally may change the type of aircraft/train/ferry used on a particular journey without advanced warning. Minor timing changes may also occur, which you should check carefully when received.

PASSPORT/VISAS

British citizens will now require a full 10 year British Passport to travel on all our overseas holidays. Visitor's passports are no longer acceptable. We are only in the position to advise on the passport and visa requirements for British citizens. Holders of other passports, including British Subjects, should check the requirements with the relevant embassy. Many countries now require the expiry date of the passport to be a considerable time after the end of your holiday. Therefore, we recommend that your passport is valid for at least 6 months after the return date of your holiday. Visas may be required for some holidays and details are given on the relevant tour sheet.

DRIVING OPTIONS

The hire vehicles featured in this tour pack are pre paid inclusive of all taxes, Collision damage Waiver, Extended Protection, Unlimited Mileage. The Hire Company will require the drivers credit card at the time of vehicle collection.

DRIVING LICENCE

Drivers must hold a full Pink Driving licence held for at least 2 years and be over 25 years of age.

PETROL CHARGES

Tours to the USA where self-drive vehicles are used, fuel costs are payable locally by the tour participants in the form of a "kitty".