

## TERMS & CONDITIONS

**Guidepost Tours is the responsible licensed agent acting for Scott McGregor's Railway Adventures**

Please read the following terms and conditions carefully.

**How to book:** Complete, sign and return the booking form with your deposit and the photo page of your passport. Remember to tick the acceptance box at the foot of the booking form.

**Prices:** All prices are subject to availability and can be withdrawn or amended at any time without notice. Prices can be adjusted due to currency fluctuations for international tours. Generally prices for specific services will not be increased once final payment has been received for that service.

**Flights:** In most cases we have not included international flights, visas, airport taxes, security taxes etc. in the cost of our tours as these will vary depending on other individual travel requirements. **Contact our office for a competitive quote on flights from your local departure port.**

**Additional Travel Arrangements:** Guidepost Tours appreciates that some people will want to use the opportunity to visit other places and friends whilst they are travelling. We can arrange additional flights, tours, accommodation, car hire etc. With this in mind, we are able to tailor individual travel arrangements and co-ordinate connections with our main group tours. **Pre- and post- accommodation is available on all tours.**

**Deposit & Final Payment:** To confirm your reservation you will be required to pay a non-refundable deposit. The amount of deposit will be a minimum of \$500 and may include deposit to supplier/wholesaler as well as a deposit held by Guidepost Tours. Your deposit forms part of your final payment which must be received by us before documents are issued. Final payment is usually required 60 days prior to departure from Australia.

**Cancellation By Us:** We reserve the right to cancel a tour for any reason (such as failure to reach a minimum tour participant numbers). Except for force majeure (war, civil strife, riot, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather, epidemics, fire and all similar events outside the control of the party concerned) we will not cancel a tour less than 60 days prior to departure. No further compensation will be paid in the event of cancellation by Guidepost Tours and Scott McGregor's Railway Adventures. A full refund of monies paid for tour costs will be the full extent of our liability.

**Payments:** Can be made by credit card, cheque, cash, or electronically to Guidepost Tours' bank account.

**Fees and Charges:** Credit card merchant charges apply of 1.5% for Visa and Mastercard and 3.1% for AMEX. No fees apply to other forms of payment.

**Amendment/Cancellation Fees:** **We are unable to provide a refund to you until we receive the funds from the relevant supplier.** Amended or cancelled bookings will incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Guidepost Tours reserves the right to charge cancellation fees over and above those charged by wholesalers, tour operators, airlines, cruise companies, etc., within guidelines recommended by travel insurance companies. Fees may also apply where a booking is changed or tickets are reissued.

**Travel Documents:** Travel documents are subject to individual conditions and/or restrictions. These can include being non-refundable, non-date-changeable and subject to cancellation and/or amendment fees. All travel documents are non-transferable. **All airline tickets must be issued in the identical name of the passport holder**, as airlines are at liberty to deny carriage if the name varies, and the booking may be cancelled. Any relating fees will be at the traveller's own expense.

**Travel Insurance:** **Travel insurance is strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel. It is a condition of travel that each passenger is adequately covered by proper insurance.** Guidepost Tours recommends travel insurance to guard against loss of deposits through cancellation charges, baggage loss, medical expenses, theft and other contingencies. We will be pleased to provide information to you about comprehensive travel insurance.

**Passports & Visas:** **All travellers must have a valid passport for international travel and many countries require at least 6 months validity from your date of return.** If you need information regarding visa and other travel document requirements for your trip please let us know. We can provide information from our external visa advisory service provider on your behalf. We do not warrant the accuracy of such information and accept no liability for any loss or damage which you may suffer in reliance on it. We can obtain visas for you if you wish and fees may apply for this service.

**Taxes:** Certain taxes are mandatory in various countries. There may also be additional local taxes charged at some airports. All taxes are subject to change without notice.

**Health:** It is your responsibility to ensure that you are aware of any health requirements for your travel destinations and to ensure that you carry all necessary vaccination documentation and proof of prescription medication.

**Behaviour:** As the tour involves travelling in a group you agree to accept the full authority of our designated tour manager. 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. In some circumstances we may require that an offending 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.

**Group Etiquette:** We want to be sure everyone has a good experience. Be respectful of other cultures – we are visitors in a foreign country, we want to make sure we leave a good impression; Be on time – the tour manager will give you specific times for photos, shopping and departures; Do not block the view – if you are tall let the smaller people in front during guide commentary; Do not speak when the guide is speaking; Be flexible and keep a positive attitude.

**Fitness & Participation:** All of our tours require a MODERATE level of fitness for the overall benefit of the group, including the ability to: negotiate airports and railway stations without wheelchair assistance; use combined shower/bath facilities; undertake walking tour of 1-2 hours duration, including using stairs, walking over cobblestones and other uneven surfaces; stand for long periods in museums and other sites; embark/disembark coaches, trains and other methods of transportation without assistance; handle your own luggage.

**Photographs & Recordings:** When on tour, employees, agents and/or other travellers may take photographs or make recordings of you and your tour activities that may identify you. Guidepost Tours and Scott McGregor's Railway Adventures reserves the right to use any and all photographs and/or recordings made on tour for promotional reasons in printed materials, on the internet or other media. In using such images, we undertake not to reveal your name, contact details or other personal information. You consent to the use of such images or recordings by Guidepost Tours and Scott McGregor's Railway Adventures and you acknowledge that you will not be entitled to payment or other compensation for the giving of consent or for the use of such images or recordings. Such images or recordings of you may be kept on record.

**Optional Activities:** When on tour, you may be offered the opportunity to engage in optional or non-itinerary activities. You acknowledge and agree that such activities may be inherently risky and Guidepost Tours and Scott McGregor's Railway Adventures will not be responsible to you for any loss, damage, injury or accident that may occur as a result of your participation therein.

**Agency:** Guidepost Tours acts as an agent only in representing international tour companies. We sell various travel related products on behalf of a selection of travel suppliers and tour operators worldwide as well as co-coordinating your arrangements and itineraries. Guidepost Tours' obligation is to make travel bookings on your behalf and to arrange relevant contracts between you and travel service providers. We have no responsibility for these services nor do we make or give any warranty or representation regarding their standard. All bookings are made subject to the terms and conditions and limitations of liability imposed by these service providers. Your legal recourse is against the specific provider and not Guidepost Tours or Scott McGregor's Railway Adventures. If for any reason, any travel service provider is unable to provide the services for which you have contracted, your remedy lies against the provider and not with Guidepost Tours or Scott McGregor's Railway Adventures. **Guidepost Tours will endeavour to assist you in all possible areas should there be dissatisfaction with any service provided by the suppliers including travel insurance claims.**

**Liability:** Guidepost Tours and Scott McGregor's Railway Adventures do not accept any liability whatsoever for the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. We do not accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by force or any other event which is beyond our control which is not preventable by reasonable diligence on our part.

**Privacy Policy:** Guidepost Tours and Scott McGregor Railway Adventures are committed to protecting the privacy and confidentiality of personal information.