



Booking Conditions (EUROPEAN CUSTOMERS)

Updated Booking Terms and Conditions for departures prior to 30 June 2020 - Effective 14 March 2020 (ALL CUSTOMERS)

Given the unprecedented impact of Coronavirus (COVID-19) we have updated our Booking Conditions and cancellation policies to adapt to the constantly evolving nature of this pandemic.

If you have booked a journey departing between 16 March 2020 and 30 June 2020 you will receive a 100% travel credit of monies paid to put towards an alternative tour with a departure date before 30 June 2022. Vodkatrain will absorb monies that have already been expended or that we are legally committed to spend with our on-ground operators. #Excludes third party payments related but not limited to airfares and/or travel insurance that have independent booking conditions.

For departures 01 July - 31 August 2020 - Effective 7 May 2020 (ALL CUSTOMERS)

If you have booked a journey departing between 01 July and 31 August 2020 you will receive a full travel credit of monies paid to put towards an alternative tour with a departure date before 30 June 2022. Vodkatrain will absorb monies that have already been expended or that we are legally committed to spend with our on-ground operators. #Excludes third party payments related but not limited to airfares and/or travel insurance that have independent booking conditions.

Effective from 1 September 2019

These Booking Conditions only apply to travel arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you as the principal operator of the travel arrangements.

We act as agent for the principal operators of some of the travel arrangements we sell. Where we act as agent, your contract will be with the principal operator. The principal operator's booking conditions will apply to the travel arrangements and these Booking Conditions will have no effect other than this paragraph and clause 12 which deals with our responsibility to you where we are acting as agent. We will advise you prior to confirming your booking if we are acting as agent and we will confirm the details of the principal operator.

"You" and "Your" means all persons named on a booking form (including anyone who is added or substituted at a later date). "We", "us", "our" and "Vodkatrain" means Sundowners Overland Pty Ltd (ACN 005 066 348).



1. Making a Booking

To accept your booking, Vodkatrain requires a fully completed Client Information Form (provided to Vodkatrain or submitted online via our website). A booking is accepted when Vodkatrain has issued a written booking confirmation and issued an invoice. It is at this point that a contract between Vodkatrain and you comes into existence. Vodkatrain reserves the right to decline any booking at its discretion. No employee of Vodkatrain other than a director has the authority to vary or omit any of these terms or promise any discount or refund.

2. Pricing

(a) Brochure validity

Vodkatrain reserves the right to adjust published prices due to currency fluctuations, government action (including new or increased taxes), or amendments to itineraries and train timetables beyond the control of Vodkatrain. For the most up-to-date information on pricing please see our website.

(b) Price surcharges following booking

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: 1) you must do so within the time period shown on your final invoice 2) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not



always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place of booking.

(c) Not included in the price

Unless otherwise stated, flights, visas, airport taxes, port taxes, city taxes, airport transfers, items of a personal nature, and food and beverages are not included in the price of your travel arrangements.

3. Payment

- **Deposit**

You are required to pay a minimum deposit of 10% of your tour cost or the following amount in your chosen currency: GBP £100 or EUR €150 - whichever is greater. Deposits are payable per person within seven (7) days of issuance of your booking confirmation and invoice. If you pay a provisional deposit at the time of making a booking request and we do not accept booking, then we will refund your provisional deposit within seven (7) days.

For Tailor-Made Journeys a quote deposit may apply. This amount will be charged at the discretion of our Travel Advisor and will be removed from the total price of your journey when booked.

Please contact VodkaTrain for the correct deposit required for the train journey of your choice.

- **Final Payment**

Final payment of the balance is due 75 days before the departure date of your journey with us. Your booking may be cancelled if full payment is not received by the due date, in which case your deposit will be forfeited. If we receive your booking less than 75 days prior to the tour departure date, it must be paid in full at the time you make the booking request. If we don't accept your booking request, we will refund your payment.



4. Amendments

- **Amendments by you**

We will endeavour to accommodate changes and additional requests. You acknowledge that changes and requests may not be possible to fulfill. If we are able to fulfill any changes or requests, you agree that the following fees will be payable at the time we confirm the amendment:

- You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure provided that the new passenger accepts the transfer and these booking conditions. Both you and the new traveller are responsible for paying all costs we incur in making the transfer. Please bear in mind that certain airlines and other transport providers treat changes as a cancellation and charge accordingly, up to 100% of the cost for that part of the arrangement. Where applicable these charges will be passed on to you.
- If you wish to transfer your booking in any way less than 7 days from the departure date, the cancellation fee detailed in Clause 5 will apply.
- For any other changes made to your arrangements the following amendment fees are payable as per the currency of your booking: GBP £25 or EUR €30 per person.

The only exception to this is accommodation and other services pre or post the tour which may be added up to one calendar month before departure without charge. Within one calendar month, these can be added with payment of the amendment fee as shown in subparagraph (iii) above.

- **Amendments by VodkaTrain**

It is a term of your booking that we are able to make changes to any aspect of your booking.

- **Prior to travel**

If we make a major change we will inform you as soon as reasonably possible if there is time before departure. A major change is deemed to be a change affecting at least one day per five days of the itinerary.

If we make a major change you can either: (a) accept the change; (b) accept an alternative tour (where we offer one and we will refund any price difference if the alternative tour is of a lower value); or (c) cancel your tour and receive a full refund of all monies paid.



If you choose to accept a refund:

- we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
- we will pay compensation as detailed in clause 6 except where the significant change is due to unavoidable and extraordinary circumstances

Important note: Unavoidable and extraordinary circumstances

'Unavoidable and extraordinary circumstances' means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken, including (for example) but not limited to, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

- **During travel**

If, during the operation of the tour it becomes reasonably necessary to change an itinerary due unavoidable and extraordinary circumstances we may do so in our absolute discretion. Subject to our responsibilities to accommodate you for up to 3 nights if you are unable to return home due to unavoidable and extraordinary circumstances, any additional costs incurred by us in effecting these changes will be passed on to you which you agree to pay.

You also agree that we will not be responsible for any costs of airfares, visas or other expenses incurred by you as a result of a change to the itinerary in these circumstances.

5. Cancellations

- **Cancellation - by you**

Once your booking has been confirmed, Vodkatrain will only accept cancellations in writing. In the event of cancellation, the following charges will apply:

- Cancellations received 75 days or more prior to departure – Loss of deposit.
- Cancellations received between 35 days and 74 days prior to departure – 50% of the tour price.



- Cancellations received less than 35 days prior to departure – 100% of total tour price.

These cancellation fees apply to tour services only. Different cancellation charges will apply to airline tickets. Depending on the reason for your cancellation, some of these cancellation charges may be recoverable under your travel insurance policy.

You agree that these cancellation charges are reasonable and required to protect the legitimate business interests of VodkaTrain.

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe and act in accordance with advice provided by the United Kingdom Foreign & Commonwealth Office.

- **Cancellation - by us**

We reserve the right to cancel any tour (before commencement), including guaranteed departures. We will not cancel less than 56 days before the scheduled departure date except due to unavoidable or extraordinary circumstances or your failure to pay the final balance.

If we cancel your travel arrangements, you can either: (a) accept an alternative tour (where we offer one and we will refund any price difference if the alternative tour is of a lower value); or (b) cancel your tour and receive a full refund of all monies paid.

If you choose to accept a refund:

- we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
- we will pay compensation as detailed in clause 6 except where the significant change is due to unavoidable and extraordinary circumstances



6. Compensation

If it is necessary to cancel your travel arrangements or make a significant change after the date when payment of the balance becomes due except, we will in addition to any refund pay you compensation as follows

Period before departure within which notification of change or cancellation is given per person:

More than 56 days.	Nil
56 – 42 days	£10
41 – 25 days...	£20
24 – 16 days.	£30
15 – 1 days.	£40

Please note compensation is not payable in the case of minor changes or if cancellation is due to unavoidable and extraordinary circumstances or where we cancel due to your failure to make a payment. The compensation offered does not exclude you from claiming more if you are entitled to do so.

7. Your responsibility

- **Reasonable Behaviour**

Travelling in a group may require some compromise to accommodate the different desires and abilities of group members. When joining a Group Tour you undertake to conduct yourself in a manner conducive to good group dynamics. If you act in a manner that threatens or disrupts the safety or enjoyment of others on the tour, the Honcho may in his or her absolute discretion require that you leave the tour.

- **Your Health & Fitness**

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the journey of your choice and that you have received required vaccinations. You should also seek the advice of your doctor or travel health specialist regarding the specific health recommendations for travel to the countries and regions visited on your tour.

Vodkatrain rely on the health information you provide in your Client Information Form when deciding whether to accept your booking request. You warrant that the



information you provide is accurate and there are no other medical issues that may impact your ability to participate in the tour without the need for special assistance.

If your circumstances change following completion of your Client Information Form, then you must notify us as soon as reasonably possible, and in any circumstance prior to travel.

We reserve the right to cancel your booking if your changed circumstances mean you will require special assistance from our personnel during the tour. We suggest that your travel insurance (which you are obliged to have in place under these Booking Conditions) includes comprehensive cancellation coverage.

Should VodkaTrain or your Honcho acting reasonably consider you medically unfit to join a tour or should your medical condition deteriorate during the tour, to an extent where you are no longer able to fully participate in the tour without special assistance, you will be required to leave the tour.

Any decision to exclude a passenger for any reason will be made by VodkaTrain without any further recourse. When joining a Group Tour you accept the authority of the Honcho.

We will not be liable for any damage, injury, death or loss of any kind arising from your failure to fully disclose relevant medical information.

- **Passports, visas and vaccinations**

It is a requirement that you hold a valid passport and visas for your journey. It is your sole responsibility to ensure that you are in possession of the necessary documentation to comply with the laws and regulations of the countries to be visited. It is your sole responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the tour. Any information provided by us is given in good faith and may not be relied upon as being accurate and does not constitute formal advice.

VodkaTrain do not take responsibility if you rely upon this information and fail to obtain your own independent advice.

- **Travel Insurance**

Travel insurance is not included in the tour cost. Comprehensive travel insurance (including medical and repatriation cover) is compulsory for Group Tours and VodkaTrain reserves the right to require you to leave the tour in the event that you have not secured the appropriate cover (see Journey Itineraries for further details of appropriate cover). Comprehensive travel insurance is strongly recommended for Tailor-Made Journeys.



8. Refunds

No refunds will be made for any tours, meals, accommodation, sightseeing, transfers, or any other services included in the tour cost, which you do not utilise, if you choose voluntarily not to use the service, if you decide to leave the tour early, or if you are excluded from the tour due to your behavior or health. Any refund due for any service booked and paid for, but not provided, will be made by Vodkatrain after the completion of your Vodkatrain travel services. No overseas supplier or Honcho is authorized to promise a refund on our behalf.

9. Complaints

If you have a complaint about any aspect of the travel arrangements, you must immediately bring it to the attention of the Honcho or our local representative at the time to give us the opportunity to put things right. If you fail to do this, you agree that you waive the right to make a future claim against us in connection with the problem. If you notify the Honcho or our local representative of the problem and the problem is not solved to your satisfaction you must forward your complaint in writing to Vodkatrain no later than 28 days after completion of the tour at (otherwise you waive the right to make a claim against us in connection with the problem):

Address: Level 1, 51 Queen Street, Melbourne, Victoria 3000 Australia

Email: travel@sundownersoverland.com (Attention: Liz Anderson)

10. Health & Government Travel Advisories

It is your sole responsibility to inform yourself of the prevailing travel advisories issued by the government of your country regarding the risks and associated precautions (including health) related to travel to the countries and regions visited on your tour. Health advice is available from travel health specialists and international bodies such as the World Health Organisation. Vodkatrain will not be responsible for advising you of such travel advisories or of any changes that occur to such travel advisories prior to departure of the tour.

11. 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 are operated by third parties and do not form part of the travel arrangements operated by Vodkatrain. Vodkatrain makes no warranty as to the quality of the operators of optional activities. Optional activities may be inherently risky and Vodkatrain will not



be responsible to you for any loss, damage, injury or accident that may occur as a result of your participation therein. Any claim you may have in connection with the optional activity must be brought against the activity operator and you indemnify VodkaTrain for any loss or expense incurred by VodkaTrain due to any claim being brought against us as a result of your participation in an optional activity.

12. Responsibility

- **Where we are the principal operator**

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.

If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both.

We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

- The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and
- Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask us for copies of the travel service contractual terms, or the international conventions.



If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

- **Where we are the agent for the principal operator**

Where we sell you travel arrangements as agent for the principal operator of the travel arrangements, you agree that our responsibility to you is limited to arranging for you to contract with the principal operator for the supply of those travel arrangements. You agree that you will be subject to the principal operator's booking conditions, and that any claim in connection with the supply (or failure to supply) of the travel arrangements must be made directly against the principal operator. Vodkatrain will in no way be responsible for the actions or failures of the principal operator or any person engaged by the principal operator. You warrant that you will not bring a claim against Vodkatrain in this regard. You agree to indemnify Vodkatrain against any loss or expense incurred by Vodkatrain due to any claim being brought against Vodkatrain in breach of this warranty.

13. Deemed acceptance of Booking Conditions

By making a booking request, you are deemed to have agreed and consented to all terms in these Booking Conditions and in any other documents provided to you by Vodkatrain or any other person who may have booked the tour on your behalf. If you book on behalf of another party, you represent and warrant to Vodkatrain that you are duly authorised to provide the agreement and consent the other party and you agree to indemnify Vodkatrain for any breach of warranty in this regard.

14. Full participation (Group Tours)

For Group Tours, you are expected to be able to fully participate in the tour without the need for special assistance and to behave in an acceptable manner. Please note the following requirements with reference to your responsibilities and associated implications for failing to meet your responsibilities set out at clauses 7(a) and 7(b) of these Booking Conditions:

- **Luggage:** On all journeys (except Premium Tours and Luxury Train Journeys) you will be required to carry your own luggage on or off the trains, through



stations and between vehicles and hotels. Please only bring what you can carry. Do not bring oversized suitcases or bags.

- **Walking:** To fully participate in our journeys it is expected that you should be able to complete the day's activities as outlined in this brochure and the relevant Journey Itinerary. This will include walking for much of the sightseeing and includes steps, stairs and uneven surfaces.
- **Meals:** Due to the destinations and available facilities, specific personal dietary preferences will need to be managed by the individual traveller, and any extra expense paid locally by the traveller. Individual dietary preferences have not been taken into consideration in the planning and operation of these journeys.
- **Tolerance and consideration:** When joining our journeys, you will be expected to accept the diverse personalities, physical abilities and travel expectations of other group members, and will be required to accommodate these differences, as well as any cultural sensitivities of the places visited, and conduct yourself in a manner conducive to good group dynamics.

15. Photos and Recordings

When on tour, employees, agents and/or other travellers of VodkaTrain may from time to time take photographs or make recordings of you and tour activities that may identify you. VodkaTrain 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, VodkaTrain undertakes not to reveal your name, contact details or other personal information. You consent to the use of such images or recordings by VodkaTrain 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. VodkaTrain may keep such images or recordings of you on record. If you do not wish for images or recordings of you to be collected, stored or used you must advise VodkaTrain to that effect at the time of booking.

16. Privacy

Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with our Privacy Policy, which is published here <https://www.vodkaTrain.com/privacy-policy>



17. General

By making your booking request you acknowledge and agree that you have read, understood and agree to these Booking Conditions. These conditions cannot be varied, altered or waived by any servant, agent or representative of VodkaTrain or any other person providing services on the tour.

The contract between you and VodkaTrain is deemed to have been made in the State of Victoria, Australia, and shall be governed by the laws of the State of Victoria, Australia. Any disputes shall be dealt with by a court with the appropriate jurisdiction in the State of Victoria, Australia.

If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed from these conditions without affecting the remaining provisions.

Sundowners Overland Proprietary Limited (A.C.N. 005 066 348) is a limited liability company registered in Australia. Registered Office: Level 1, 51 Queen Street, Melbourne, Victoria, 3000.