

Booking Conditions



It is important that you read the following booking conditions before you book as they refer to all VodkaTrain journeys in 2019. VodkaTrain group journeys are for 18-35s only.

It is important that you read and understand the following booking conditions before you engage Sundowners Travel Centre Proprietary Limited (A.C.N 005 066 348) and Sundowners Travel (Europe) Limited, (collectively referred to as "Sundowners Overland", "we", "our" or "us" and referred to as VodkaTrain in these booking conditions).

Please note that Sundowners Travel Centre Proprietary Limited is the operator for the journeys contained within these booking conditions.

These booking conditions must be read in conjunction with our Privacy Policy.

VodkaTrain accepts bookings subject to the following conditions

1. Brochure validity & surcharges.

The information contained within the VodkaTrain website and brochure is correct at the time of publication. Published prices are correct and based on exchange rates at the time of publication (July 2018). VodkaTrain reserves the right to adjust prices due to currency fluctuations, government action, 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.

a. Rail ticket price surcharges

Seasonal, currency exchange or fuel surcharges may be applied to some rail ticket prices by the national rail monopolies that control ticketing prices in many of the countries VodkaTrain travels through. Such price increases are outside our control and we reserve the right to pass on such surcharges. Any price surcharge required due to rail ticket price increases will be advised at least 60 days prior to the commencement your VodkaTrain travel arrangements and payment will be required



by way of a local payment in the city in which you commence your Vodkatrain travel arrangements.

2. Making a booking

Vodkatrain group journeys are for travellers not younger than 18 years and not older than 35 years. Vodkatrain Make Your Own Journeys are for travellers not younger than 18 years. To confirm your booking Vodkatrain requires a fully completed Client Information Form (provided to Vodkatrain or submitted online via our website). A booking is accepted on the date Vodkatrain has confirmed acceptance in writing and issued an invoice. It is at this point that a contract between Vodkatrain and the Client comes into existence. Before your booking is confirmed and a contract comes into force, Vodkatrain reserves the right to decline any booking at their 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.

a. Minimum Deposit

You are required to pay a minimum deposit of 10% of your tour cost or the following amount in your chosen currency: AUD \$200, NZD \$200, USD \$200, CAD \$200, GBP £100 or EUR €150 - whichever is greater. Deposits are payable per person at the time of booking

b. 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 time of booking.

3. Refund

No refunds will be made for any tours, meals, accommodation, sightseeing, transfers, or any other services included in the tour cost, which you did not utilise, if you choose voluntarily not to use the service, if you decide to leave the tour early or if Vodkatrain is unable to provide the service for reasons beyond its control. 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.

4. 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.

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

5. Insurance

Travel insurance is not included in the tour cost. Vodkatrain will not be responsible or liable for any injury or damages suffered or incurred in any way arising from or occurring during your journey. Comprehensive travel insurance (including medical and repatriation cover) is compulsory for all Vodkatrain journeys 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 Vodkatrain Make Your Own Journeys.

6. Amendments to bookings

If you wish to change your booking in any way, Vodkatrain will make every reasonable effort to accommodate changes and additional requests. The following fees will apply:

- a.** If you wish to transfer your booking from one tour to another and there are at least seventy-five (75) days until your departure, the following transfer fees apply as per the currency of your booking: AUD \$100, NZD \$100, USD \$100, CAD \$100, GBP £50 or EUR €75 per person.
- b.** If you wish to change your booking in any way less than seventy-five (75) days from the departure date, the cancellation fee detailed in Clause 7 will apply.
- c.** For any other changes made to your arrangements the following amendment fees apply as per the currency of your booking: AUD \$50, NZD \$50, USD \$50, CAD \$50, GBP £25 or EUR €30 per person.

The only exception to this is pre or post tour accommodation and other services 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 above. Vodkatrain reserves the right to amend any tour itinerary due to force majeure, changes in local conditions, or any other reason that Vodkatrain in its absolute discretion may determine.

If an amendment to the tour itinerary is necessary, Vodkatrain will provide similar tour inclusions. Where such amendments are major (25% or more of the tour content is changed, or a price surcharge greater than 15% of the published tour cost is required) and this amendment is known before the tour commences, you will be offered the opportunity to transfer to an alternative tour, alter your departure date, or cancel with a full refund of any monies paid to Vodkatrain for the tour.

Vodkatrain otherwise disclaims any liability to you for the costs of airfares, visas or any other expenses incurred by you as a result of any amendment or change to the tour itinerary. If, during the operation of the tour and for reasons beyond the control of Vodkatrain, it becomes advisable to change, amend or alter an itinerary, including the start or finish city of the tour, Vodkatrain may do so in its absolute discretion and any additional costs incurred in these changes will be the responsibility of the traveller.

7. Cancellation - by traveller

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

- a.** Cancellations received **75 days or more** prior to departure – Loss of deposit
- b.** Cancellations received between **35 days and 74 days** prior to departure – 50% of the tour price.
- c.** Cancellations received **less than 35 days** prior to departure – 100% of total tour price

Note: 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. No refunds will be made should you choose to leave your tour early or choose not to utilise any of the included services.

8. Cancellation - by Vodkatrain

Vodkatrain reserves the right to cancel any tour (before tour commencement), including guaranteed departures, due to force majeure, health concerns, war, or threat of war, civil unrest, acts of terrorism, strikes, industrial disputes or any other reason outside the control of Vodkatrain that Vodkatrain in its absolute discretion may determine. In such circumstances, a full refund of the tour price paid will be made and this will be the full extent of Vodkatrain's liability. If a guaranteed departure is cancelled for reasons other than force majeure, a full refund of monies paid will be made. In addition, Vodkatrain will offer to you a 25% reduction in the price of an alternative tour. Vodkatrain otherwise disclaims any liability to you for the costs of airfares, visas or any other expenses incurred by you as a result of any tour cancellation.

9. Photographs 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.

10. Your responsibility

a. Reasonable Behaviour

Travelling in a group may require some compromise to accommodate the different desires and abilities of group members. When joining a Vodkatrain Group Journey 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. If you are required to leave a tour in such circumstances, no refund will be made for any unused services.

b. 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. Fitness guidelines are provided in the Journey Itineraries and Pre-Departure Kits. 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. You must inform Vodkatrain of any medical condition that may prevent your full participation in the tour.

Should Vodkatrain or your Honcho 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, you will be required to leave the tour. No refund will be made for any unused services in such an event.

Vodkatrain and their agents reserve the right to withhold or withdraw tour participation for anyone whose inappropriate behaviour or medical condition is likely to affect the smooth operation of the tour or adversely affect the safety or enjoyment of other travellers on the tour. Additionally, Vodkatrain reserves the right at any time to insist on a current medical certificate stating that you are fit to travel and may refuse carriage if a satisfactory certificate is not supplied. Any decision to exclude a passenger for any reason will be made by Vodkatrain without any further recourse. When joining a Group Journey you accept the authority of the Honcho.

c. Complaints

Should you have a complaint about any aspect of the travel arrangements, you must bring it to the attention of the Honcho or our local representative at the time. If 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:

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

Email: 18-35@vodkatrain.com (Attention: Liz Anderson)

d. 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 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.

12. Responsibility

Vodkatrain acts as an agent in the arrangement of travel services. All vouchers and tickets are issued subject to the terms and conditions specified by the supplier of those travel services. By accepting the vouchers and tickets and utilising the services, you agree that except where the law provides that liability or responsibility may not be excluded, Vodkatrain shall not be liable or responsible in respect of either personal injury or property for any loss, damage, injury, accident, delay, diversion, fault or irregularity however occasioned, sustained or suffered in the course of any journey, trip or tour in the carrying out of any arrangements or the use of any facilities booked by or through it and notwithstanding that the booking is made with a foreign company, corporation or person.

You understand, and accept that when joining a Vodkatrain tour the level of services in the countries or regions to be visited including but not limited to, medical facilities, accommodation, transportation and communication will be lower than those you would expect at home, or in more traditional holiday destinations.

You acknowledge that this can increase your personal risk, and you accept this risk. Vodkatrain shall not be liable for any loss or damage arising out of a matter over which it has no control including, without limitation, war or threat of war, riots, civil unrest, terrorist activity, natural disaster, weather conditions, fire, flood, industrial disputes, government action or the reasonable apprehension of any of the foregoing.

13. Deemed consent

By commencing your tour, 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. Your financial security (UK & EU clients only)

To ensure your tour booking is fully protected in accordance with EU regulations all monies received as payment for tours booked with Vodkatrain will be immediately deposited into a Client Trust Account and will remain there until the tour has been completed or the services which make up your tour are paid in full by Vodkatrain.

15. Full participation

a. Luggage: On all 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.

b. 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.

c. 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.

d. 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. You acknowledge that you act on behalf of all travellers included on this booking and that you have informed them of their obligations under these conditions.

16. Privacy

Any information you provide to us will be protected in accordance with Australian Privacy principles, the General Data Protection Regulations 2016 (GDPR) and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

Vodkatrain collects, stores and uses personal information provided by you when making a Booking. We refer you to our Privacy Policy which provides detailed information about:

- a. What personal information is collected and used;
- b. How we collect and hold your personal information;
- c. Why we collect and your personal information;
- d. Who we share your personal information with;
- e. Storing your personal information;
- f. Personal data breaches;
- g. Rights and Remedies; and
- h. Feedback and Complaints.

Our Privacy Policy is available at www.vodkatrain.com.

17. Other

By paying your deposit you acknowledge and agree that you have read, understood and agree to these Booking Conditions. You also confirm that you have advised Vodkatrain of any disability or condition which may prohibit your full participation. 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.

These Booking Conditions do not affect any rights you have as a consumer under Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Sundowners Travel (Europe) Limited is incorporated in England & Wales with limited liability. Registered Office: c/o 90 Lincoln Road, Peterborough, PE1 2SP. Company Registration number: 05176448.

Sundowners Travel Centre 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