

Booking Conditions

In these booking conditions references to 'we', 'our' and 'us' are to GW Travel Limited.

Please read carefully the following conditions to which your booking is subject. Please also ensure that you have carefully read and understood the relevant tour itinerary.

PLEASE LET US KNOW IF YOU NEED A LARGE PRINT VERSION OF THESE BOOKING CONDITIONS OR THE TOUR ITINERARY.

1. QUALITY STANDARDS & FLEXIBILITY

1.1 We aim to avoid surprise or disappointment by informing you of the following matters at this stage and if you have any doubts or concerns please raise these with us. Most customers acknowledge these matters as part of the travelling experience. We also draw your attention, in particular, to clauses [2.1], [3], [4], [5], [6], [7], [8], [9], [10], [14], [17], [19].

1.2 Please be aware that some of the facilities you encounter on our tours may not be to the standard which you may find on a conventional holiday or at home, except for the hotels and trains we use. We often travel in areas which, relatively speaking, have seen few tourists and the infrastructure is often not fully developed. Whilst services are improving, you should expect to encounter problems with plumbing, bureaucratic service, unpaved & uneven surfaces, the non-availability of public restrooms and similar.

1.3 Please be aware that in operating our tours we rely upon other people and businesses. Tours do not always run as planned and, whilst we will always try our best to stick to the planned itinerary, please treat it as a guide rather than a strict timetable. Although we cannot always please all parties when changing an itinerary, our clients should anticipate changes being required.

2. CONFIRMATION OF BOOKING

2.1 When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these Booking Conditions. We do not accept a booking and no contract exists until we receive your deposit, we confirm your booking in writing (the "Booking Confirmation") and, if appropriate, we receive a signed Booking Form. The Booking Form and these Booking Conditions form part of the contract between us. Please ensure that we are aware of any special requirements when making your booking (such as those relating to your health and dietary requirements).

2.2 A Booking Confirmation will be sent to you or, if you booked through an agent, to your agent upon receipt of the Booking Form and deposit. Your Booking Confirmation will specify exactly what has been requested by you or your travel agent and it is your responsibility to check the confirmation and advise us, or your travel agent, immediately in the event of

any error. If you make payment through a travel agent, the travel agent accepts and holds your payment on our behalf.

3. TRAVEL INSURANCE

3.1 It is a condition of your booking that you have current and valid Travel Insurance as notified by us at the time of booking. We reserve the right to decline to accept a booking if adequate proof of such current and valid Travel Insurance (at our sole discretion) is not provided to us upon request. Upon request, we can refer you to an insurance broker for Travel Insurance, however we make no recommendation as to the suitability of, and accept no liability whatsoever in relation to, such insurance broker and or the Travel Insurance provided. You must supply us with the name, address and telephone number of your insurers, your policy number and the 24 hour medical emergency telephone number. Any pre-existing medical conditions must be declared to your insurer and to us, failure to do so may invalidate your Travel Insurance policy.

4. PAYMENT & PRICE VARIATION

4.1 You must provide the deposit stated in the Booking Form on making a booking. Deposit amounts may vary dependant on the tour, however unless otherwise stated in the Booking Form you must pay a deposit of 10% of the holiday cost per person.

4.2 We must receive the balance due in relation to the tour at least 60 days prior to the tour departure date or in

full upon receipt of our Booking Confirmation and Invoice if the booking is made less than 60 days from the tour departure date. If full payment is not received eight weeks prior to the tour departure date then we reserve the right to treat the booking as cancelled and we will retain your deposit(s).

4.3 We do not expect to make surcharges or partial refunds. We will up to 30 days prior to the tour departure date vary the price by such an amount as will share the costs or savings equally between all paying travellers of any movement in currency exchange rates, transportation costs (including the cost of fuel), dues, taxes or fees chargeable for services (such as landing or embarkation taxes) which result in a variation greater than 5% to the contract price (excluding any insurance premium payments).

5. YOUR CHANGES TO A TOUR

5.1 If you wish to alter your booking (for example, a change of date or transfer details) we will do our utmost to make these changes but it may not always be possible to make these changes particularly close to the tour departure date. Certain changes (e.g. flight bookings, extra nights and alterations to train accommodation) may not be made or accepted within 45 days of the tour departure date and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. Any request for an alteration to a booking must be made in writing by the person who signed the

Booking Form or your travel agent. We reserve the right to charge an administration fee of £50 and any further charge to cover any costs and fees we incur. You should be aware that these costs may increase the closer to the tour departure date that changes are made and therefore any request for a change should be made as soon as possible

6. YOUR CANCELLATION OF A TOUR

6.1 A Cancellation of a booking must be made without delay, in writing and be signed by the person who signed the Booking Form or your travel agent. The date of cancellation is the date on which your letter, fax or e-mail is received by us. There will be a cancellation charge to compensate us for making your booking and the risk that we will be unable to resell your place(s). The charges are as follows (and exclude Travel Insurance premiums which are non-refundable):

- 61+ days of tour departure date - Loss of deposit paid or due
- Within 60 days of tour departure date - 100% of the total cost of the holiday

NOTE: If the reason for your cancellation is covered under the terms of your Travel Insurance policy you may be able to reclaim cancellation charges under your Travel Insurance.

7. OUR CHANGES TO A TOUR

Pre-departure

7.1 All the facts in the tour brochure have been checked for accuracy before publication. However,

arrangements for our tours are made many months in advance and occasionally changes may have to be made and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them as soon as possible. In the event of any major changes (eg. a change in price, a change of outward departure time or overall length of time you are away of twelve or more hours, a change to accommodation of a materially lower standard, a significant change of itinerary missing out one or more major destinations substantially or altogether, a change of UK airport (excluding change of London airports) flight time by more than 12 hours) you or your travel agent will be informed of these at the time of booking or as soon as possible, if there is time before your departure and the provisions of clause 7.2 shall apply.

7.2 If a major change to your tour becomes necessary you may either: (a) accept the changes; (b) accept an alternative tour of a comparable standard from us if we have a suitable tour available (we will refund the price difference if a tour of lower price is taken); or (c) accept an alternative tour of a superior standard from us if a suitable tour is available provided that you pay the price difference; or (d) cancel your reservation and receive a full refund. You must inform us of your decision as soon as possible. Where you choose option (a), (b) or (c) (you accept the changes) we will inform you of any additional costs before you

make your decision and reserve the right to charge you for any additional charges incurred by us in making those changes. Where you choose option (d) the provisions of clause 8.2 may apply.

7.3 Due to changes in airline schedules, or other operating reasons after our tours are booked, it is sometimes necessary to change the airline, airport or aircraft notified to you or your travel agent. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change and the provisions of clause 7.1 (as appropriate) shall apply. Other examples of minor changes include alteration of your outward / return flight by less than 12 hours and or changes to aircraft type.

Post-departure

7.4 On rail tours that include haulage by specific locomotives, travel in specific carriages, or on specific lines, whilst every effort will be made to ensure that these features are provided as advertised, there can be occasions when, for reasons outside of our control, the specific features cannot be provided. In this situation we will endeavour to provide alternative traction, accommodations or routing such as the circumstances allow. If we cannot make suitable alternative arrangements or if you refuse to accept these for good reason, we will arrange to transport you back to your tour departure point or to the

point our contracted services commenced as soon as we reasonably can.

7.5 However, we and our agents at all times reserve the right to make such substitutions in relation to aspects of the tour for mechanical, operating or other matters required for reasons beyond our reasonable control (such as any war or terrorist activities (threatened or actual), riot, civil unrest, closure of airports, industrial action (threatened or actual), political conditions, natural or nuclear disaster, fire, adverse weather conditions, changes to or cancellation of air, river, sea or rail services or any other events outside our reasonable control).

8. OUR CANCELLATION OF A TOUR

8.1 We reserve the right in any circumstances to cancel your tour and in this event you will receive a full refund of all the money that you have paid to us in relation to the cancelled tour. It is unlikely we would cancel your trip less than 60 days before scheduled tour departure date.

8.2 We will pay you reasonable compensation of cancelling a tour save where it is done for (i) unusual and unforeseeable circumstances beyond our reasonable control (and which could not have been avoided even if all due care had been exercised), (ii) your failure to pay the final balance of the price of the tour or (iii) (because our tours are based upon an economic minimum number of passengers) if a minimum number of travellers is not reached. We recommend that you take out insurance with cancellation cover and do not

make arrangements incidental to the tour more than 60 days prior to scheduled tour departure date.

9. TRAIN SCHEDULES & FLEXIBILITY

9.1 The trains used for our tours usually run on busy main lines, cover huge distances and operate to pre-agreed schedules. Occasionally operational, mechanical or other reasons beyond our control can cause delays resulting in rescheduling, reducing or cancelling parts of the cultural & sightseeing program in order to maintain our overall schedule. On our specialist steam hauled tours delays are not unusual as there are no longer servicing points for these historic locomotives.

9.2 No refunds will be made if time constraints dictate that elements of the cultural & sightseeing program or route are reduced to maintain our overall schedule or if any accommodation, sightseeing, meals or services are not utilised.

10. OTHER CONDITIONS.

10.1 You are required to accept the terms and conditions of any relevant international convention, for example, the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim 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 compensation

contained in these or any other conventions. Copies of international conventions that will apply to your tour are available on request.

11. VISAS, AIR TICKETS & PASSPORTS

11.1 Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and or Consulate, however general information about passport and visa requirements which apply to British Citizens is set out in our most recent brochure. Generally a full passport with at least 6 months validity from the end of the tour is required for all our tours. However, it is your responsibility to check your passport, visas and air tickets to ensure that they have been issued correctly for the correct dates and to advise us, or your travel agent, immediately in the event of any error. Any guidance we provide is provided in good faith however you and other members of your party should ensure that you obtain all the necessary documentation and visas prior to departure as we assume no responsibility for the refused or delayed entry of a passenger into a country because of incorrect documentation and any repatriation charges will be the relevant responsibility of the passenger.

12. TRAVEL DOCUMENTS

12.1 Travel documents will be issued after receipt by the Company of the full price or final balance for the tour and not normally later than

fourteen days prior to departure. Tickets are usually available on departure when a booking is made within 7 days of departure. Please take your Booking Confirmation with you on departure.

13. BAGGAGE ALLOWANCE

13.1 Airline free baggage allowances can vary depending upon the airline and we recommend that you check your flight tickets and/or contact the relevant airline if in doubt. Baggage maximum weight limits on trains, used for our tours are 50kg per person which should not be extended without our prior approval.

13.2 Where private aircraft are included in the tour itinerary there will be a baggage maximum weight limit which will be advised to you approximately 90 days prior to the tour departure date.

14. OUR LIABILITY TO YOU

14.1 We take all reasonable steps to ensure that the proper arrangements have been made for all our tours and that the suppliers of services enjoyed during the tour maintain the standards required by us within the constraints imposed at each tour destination. Such persons include railways, airlines, bus operators, hoteliers, etc. Whilst we have no direct control over the provision of such services to you by those suppliers we accept full responsibility for the quality of your holiday and therefore accept liability to clients for the acts or omissions of our servants, agents or suppliers except in

the case of air and sea carriers (See 'Other Conditions' (clause 10.1) above) subject to the following sub-clauses.

14.2 Save in respect of personal injury and death resulting from the non-performance or improper performance of the services involved in providing the tour, our liability shall not exceed twice the amount received by us from you for the tour (excluding any travel insurance premiums).

14.3 We do not accept any liability for loss, damage or expense resulting from (i) your actions or failures, (ii) unusual and unforeseeable circumstances beyond our control (the consequences of which could not have been avoided even if all due care had been exercised), (iii) an event which even with all due care we could not foresee or forestall or, (iv) actions or omissions of a third party unconnected with the provision of the tour which were unforeseeable or unavoidable.

14.4 In the case of damage arising from the non-performance or improper performance of the services involved in providing the tour, compensation may be limited to that provided for under (i) the contractual terms of the companies that provide the transportation for your travel arrangements or, (ii) any relevant international conventions as set out at clause 10.1.

14.5 You agree to co-operate fully with us in respect of any legal proceedings which we may take against a third party in relation to the non-performance or improper performance of the services

involved in providing the tour supplier.

14.6 Excursions or other tours not provided by us that you may choose to book or pay for whilst you are on our tour are not part of the tour provided by us. For any such excursion or tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of such excursion or tour or for anything that happens during the course of the provision by the operator.

15. HELP & ASSISTANCE

15.1 Should the contract we have with you not be performed or improperly performed and or you or any member of your party be in difficulty and require assistance as a result of any matter arising from circumstances beyond our reasonable control or which we could not have foreseen or forestalled or attributable to a third party we will offer you such prompt assistance as is reasonable in the circumstances. Should any payment be made to you or any member of your party by us in any of the circumstances referred to in this clause, we reserve the right to claim in your place against the person or organisation responsible for causing any losses and to make recovery, where appropriate, in respect of expenditure covered by your Travel Insurance.

16. SAFETY ON RAIL TOURS

16.1 Railways are busy and potentially dangerous places.

If you alight other than at scheduled stops at recognised stations, or visit any railway installation, whether included or not in the tour, you do so entirely at your own risk and are advised that your travel insurance MAY NOT cover you in case of mishap. Permission to travel on the locomotives, or on any other part of the train not normally accessible, may be given during the tour however you do this entirely at your own risk.

17. BEHAVIOUR

17.1 As the tour involves travelling in a group you agree to accept the full authority of our designated Tour Manager.

17.2 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. We reserve the right at our absolute discretion to terminate without notice the tour arrangements of any passenger whose behaviour is such that it does or is likely to, in our reasonable opinion, or in the opinion of any airline pilot, Tour Manager, accommodation owner or manager, their servants or agents or any other person in authority, cause distress, damage, danger or annoyance to any of our other customers, employees or any other person, or to cause damage to property. In these circumstances we may require that the relevant 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.

18. CONSUMER PROTECTION

18.1 Where air travel is included in the tour price and where flights are taken as an option in our brochure, you benefit from ATOL protection. We hold an Air Travel Organiser's Licence (No. 3408) granted by the Civil Aviation Authority. In the unlikely event of our insolvency, where you have booked and boarded an international flight from the UK, the CAA will ensure that you are not stranded abroad or will arrange to refund to you any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk.

19. HEALTH

19.1 Please ensure that you inform us of any relevant medical conditions or health issues prior to booking a tour. Also inform your Tour Manager at the beginning of the tour.

19.2 A moderate degree of physical fitness is needed to participate in our tours, which are rated as moderate to rigorous touring due to the daily walking involved and the overall shortcomings of the tourism infrastructure. You may encounter unpaved sidewalks, uneven surfaces and problems getting on and off trains (perhaps due to low platforms, steep steps and gaps between the platform and the train). On the trains used for the tour, restaurant, bar and shower cars may be some distance from your

sleeping car and although we use reasonable endeavours to arrange portage you may have to carry your luggage for short distances. Flexibility, a sense of humour, the ability to walk at least a mile a day and keep up with your fellow passengers will be essential components to the enjoyment of your tour.

19.3 In the event that we (at our sole discretion) agree to accept a booking from a passenger who uses a wheelchair, due to the poor facilities available to disabled passengers in many countries visited during the tour and the characteristics of the tour facilities set out in Clause 19.2 above, such passengers must be accompanied for the duration of the tour by at least one person who is willing to push that passenger's wheelchair when required.

19.4 Passengers should refer to the Department of Health leaflet "Travellers' Guide to Health" (number T6) which is available from travel agents or from the Department of Health and see www.doh.gov.uk/traveladvice/. All passengers should check with their doctor before departure as to which inoculations are considered necessary or recommended for the area in which you will be travelling during the tour. Such precautions do not take the place of insurance. In some foreign countries the standard of hygiene and safety may differ from those in the UK. For your own protection you should take particular care with hygiene and to what you eat and drink whilst abroad.

19.5 If in the reasonable opinion of any person in authority (including our Tour Manager acting in accordance with the opinion of a medical practitioner), your physical and or mental condition means that you should not continue with the tour we may require that you leave the tour as soon as practicable. In such circumstances, we will not be liable for any refund, compensation or costs incurred by you whatsoever.

20. DATA PROTECTION

20.1 You acknowledge that we will collect personal information from you which is relevant to the tour and by agreeing to these Booking Conditions consent to our passing that on to third parties, often overseas, in connection with the tour you have booked. We will endeavour to ensure the confidentiality of your information.

20.2 You acknowledge and understand that from time to time photographers and or film makers may be present during the tour, and images produced by such photographers and or film makers may feature you and other passengers (the "Images"). You hereby grant to us permission to use such Images throughout the world for any of our commercial or non-commercial purposes in all and any media, in its original format or edited or altered in any way which we deem appropriate. You also confirm that you consent to us storing copies of the Images for the purposes set out in this Clause 20.2 and or transferring such Images to a destination outside the

European Economic Area (the "EEA") or storing them at a destination outside the EEA for the purposes set out in this Clause 20.2.

21. SEVERABILITY

21.1 If any provision of these Booking Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of these Booking Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

22. COMPLAINTS

22.1 In the unlikely event that you have any problem or complaint during your tour please bring it to the attention of the Tour Manager immediately so that he or she has the opportunity to find a solution. Should a problem remain unresolved then please write to the Company promptly upon your return and, in any event, within 28 days of your return from the tour. In the event that you do not tell us in that period this may affect our ability to investigate complaints and may impact on the way that your complaint is dealt with.

YOUR CONTRACT with us,
made under the terms of these
Booking Conditions and
Booking Form, is subject to
English Law and you agree to
be subject to the non-exclusive
jurisdiction of the English or
Scottish courts.

**BY SIGNING THE
BOOKING FORM YOU
ARE ACCEPTING THESE
BOOKING CONDITIONS.**

Last Updated: 17th July, 2007