Passage Contract / Terms and Conditions

Train Holidays

Uncommon Journeys: 800-323-5893

Train Holidays: 800-543-2846

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RESERVATION INFORMATION: Your booking, whether made in writing or over the phone, is a contract of understanding with Uncommon Journeys and/or Train Holidays and in so doing, you agree to the terms and conditions of this passage contract. Fares and Itineraries listed in this brochure are those in effect at time of printing. All prices listed are in US Dollars. Upon receipt of your deposit, either by phone or by mail, your reservation in confirmed. A 35% deposit of the Total Fare is required to confirm reservations aboard any tour or program. After 5 days, confirmed reservations without deposit will be automatically cancelled by our reservation system. Final Payment is due 90 days prior to the departure date and no later than 75 days prior to tour departure. Payment by American Express, VISA, MasterCard, Discover Card, or check is accepted. Your verbal authorization of the use of your credit card indicates your compliance with our booking terms and conditions and confirms your reservation whether or not you have actually signed the appropriate draft. Uncommon Journeys is not responsible for payment made to Travel Agents but not received by Uncommon Journeys. Bookings are subject to cancellation if deposit or final payment is not received by the due dates. A signed authorization of deposit and a copy of the Guest Registration Form is required to be on file prior to issuance and delivery of Final Documentation.

<u>LATE BOOKINGS:</u> Depending upon available space, bookings can be made up until three days prior to departure. Reservations which are made within 90 days of departure require payment in full at the time of booking.

CANCELLATION INFORMATION: Cancellation penalties do apply and for this reason trip cancellation insurance is recommended. Trip insurance is available at a modest cost and additional information may be obtained from your travel professional or the insurance carrier of your choice. We strongly suggest that you purchase travel insurance to cover 100% of your tour cost as there are no exceptions to the cancellation penalties. Your reservation is made with Uncommon Journeys and/or Train Holidays and not with secondary suppliers that may be utilized or included in the tour or travel program that you book, these include but are not limited to cruise lines, airlines, sightseeing, transfer, rail, or charter companies; the suppliers published booking information is not applicable and the following cancellation penalties apply should you have to cancel for any reason, including medical, once deposit has been made: Cancellations after deposit has been made but prior to final payment are subject to a \$750.00 per person penalty: cancellations 120-90 days prior to departure are subject to a 50% penalty of the Total Fare: cancellations 89-60 days prior to departure are subject to a 75% penalty of the Total Fare: cancellations 59-30 days prior to departure are subject to 90% penalty of the Total Fare: cancellations 29 days or less are subject to a 100% penalty of the Total Fare. Given that the resale of canceled space will likely result in a lost opportunity to sell other space, these fees are due regardless of resale. Name changes and departure date changes are considered cancellations and are subject to cancellation fees. Cancellations must be submitted in writing either by letter or by fax and the cancellation will be processed only when this notification is received. Charges for cancellation will be based on the date which cancellation notice is received. Cancellation refunds are only payable to passengers in the same manner in which deposit/final payment were made to Uncommon Journeys. Please allow from 2 - 4 weeks for Cancellation refunds to be processed. Refunds cannot be issued until cancellation requests in writing have been received.

ITINERARY CHANGES: Changing your itinerary after reservations have been made can result in loss of advantages gained by early planning. In addition, the results of last minute changes may be disappointing. All changes to travel itinerary once deposit has been made are subject to a \$75.00 per person, per change administrative and handling fee. This includes, but is not limited to, date and itinerary changes on airline and rail tickets, name changes on documents, reissue and refund of rail or air tickets, et. al. Changes are not assessed for stateroom upgrades or for the addition of services, unless air reservations are altered and/or travel documents must be reissued.

ROOM SHARES: Uncommon Journeys does not arrange for, nor accept single room share requests.

UPGRADE POLICY: Uncommon Journeys and Train Holidays reserves the right to upgrade a guest or guests to more expensive category accommodations at no additional cost

FARE/PORT CHARGES AND TAXES: Fares quoted in brochures are those in effect at the time of printing. If cost factors including currency exchange rates, airline or train costs, dictate the need for fare increases, Uncommon Journeys and Train Holidays may do so at any time prior to departure. Port taxes are neither discountable nor commissionable.

NOTE ABOUT TRAIN TRAVEL: Unless specifically stated, included train travel is in coach accommodations. Some Amtrak or VIA Rail schedules may require an overnight stay in various cities before and/or after tours. Any overnight hotel stays required due to train schedules are the responsibility and expense of the client, not Uncommon Journeys or Train Holidays. Please be advised that all train schedules are subject to availability and unless all sleeping car accommodation charges are paid at the time of deposit, availability cannot be guaranteed. We reserve the right to pass on to tour members any expenditure occasioned by delays or event beyond our control. In the event of a marked increase in tariff rates, tour costs are subject to revision.

AIR TRAVEL: Itineraries and routing on air transportation booked either as included or at additional cost to the tour fare, are at the discretion of Uncommon Journeys and Train Holidays. In all cases, we schedule the most direct and least number of connections available which allow proper connection time at the beginning or end of your tour. It should not be assumed that direct flights can be confirmed even when such are available. Additional fees imposed by the airlines for items such as checked baggage are the sole responsibility of the traveler.

SPECIAL REQUEST/SEAT SELECTION: We reserve the right to schedule passengers booking connecting travel on the carrier, schedule, and routing (including specific arrival/departure points) of our choosing. We cannot confirm seat assignment requests for airline or motorcoach travel. We are unable to accommodate requests for special meals or other special services not specifically mentioned in the applicable tour or program brochure.

TRIP INSURANCE INFORMATION: Cancellation insurance is available at modest cost from various insurance providers and is strongly & urgently recommended. Policies can be obtained that provide protection in the event of trip cancellation, pre-existing medical conditions, trip interruption, personal injury or damage to property. Uncommon Journeys and Train Holidays does not endorse any particular type of policy or company but does encourage all guests to consider the purchase of some type of travel insurance. We strongly suggest that you purchase travel insurance to cover 100% of your tour cost as there are no exceptions to the cancellation penalties.

TICKETS & DOCUMENTS: Tickets and documents will be sent via USPS promptly upon receipt from the railway, airline, or cruise company but only after final payment. This is customarily 14 days before departure. Documents include: ship tickets, a complete itinerary, baggage tags, helpful hints, train or air tickets (when applicable) and shore excursion tickets (when applicable). Late bookings within 60 days of departure will in some cases require 'pierpickup' of cruise embarkation documents.

PARTICIPATION ON TOUR: We reserve the right at any time to refuse, to accept, or retain as a member of any tour any person whose deportment or condition impedes the progress, enjoyment, or operations of any program or tour. In the event we decide to exercise this action, Uncommon Journeys responsibility is limited only to refunding the unused tour services from the time of cancellation.

Credit card disputes resulting in a chargeback after services have been provided/used will be considered 'non-payment' and will be pursued by all means allowable by law including but not limited to criminal prosecution for fraud and in most cases will result in adverse credit reporting and may include jail time.

ALTERATION OF ITINERARIES: Because of the nature of the tour programs contained in this brochure, unplanned changes in allotted space may occur. In the unlikely event that this should happen, Uncommon Journeys reserves the right to make changes in routing, visits, and tour timings at any time. Whenever practical, we will advise guests of these changes before departure date. Uncommon Journeys shall not be liable to provide compensation of any type for such operational decisions.

HOTEL ACCOMMODATIONS: All Hotel Accommodations are for run of the house standard rooms. Some rooms will be larger or smaller than others and some rooms may be better than others. The Hotel Management makes all room assignments and Uncommon Journeys and Train Holidays has no control over which room you will receive. If the listed hotel on an itinerary is unavailable due to space available or other considerations, then we reserve the right to substitute hotel accommodations of a type that we have determined to be of a similar grade.

If you have a specific request, we will ensure that this request is passed on to the Hotel Management, however, it may not always be possible to accommodate the request.

Please note that it is standard policy in the US and in CANADA that hotel rooms are not available for check-in before 4pm.

TRAIN BAGGAGE: Luggage storage in the passenger cars is limited and as such, we recommend guests take only two pieces of carry-on luggage. Passengers will NOT have access to checked baggage while en route.

GRATUITIES: All hotel baggage gratuities and gratuities on included meals are included in the package price. Driver/Guide, Host, Transfer driver, train station or pier Red Cap gratuities are not included.

RESPONSIBILITY: All train travel included or purchased in conjunction with this program is operated by VIA Rail Canada and/or Amtrak. We cannot and will not accept any responsibility for delays and/or operational disruptions due to VIA RAIL and/or Amtrak operations and decisions. All of our itineraries have been carefully chosen to minimize any potential problem operationally, but occasionally events beyond the control of VIA Rail and/or Amtrak do occur. Uncommon Journeys and Train Holidays does not assume any liability for loss of or damage to or delay of perishable items, medicine, oxygen, liquor, cash, credit or debit cards, jewelry, gold, silver or similar valuables. Uncommon Journeys and Train Holidays will not assume any liability for and loss or damage of luggage or carry-on baggage, and will not assume any responsibility for loss, damage, or delay while baggage is in the custody of contracted carriers. In addition, situations may arise which make it necessary for us to cancel, advance or postpone a scheduled departure. change itineraries or make substitutions involving hotels. restaurants, ports of call, other travel components, vessels or other modes of transportation. In that event, we do not assume responsibility or liability for any resulting losses, expenses, or inconvenience. We are not required to make refunds or compensation of any kind once travel commences regardless of the reason for passengers being unable to complete their travel. Please refer to the paragraph titled 'PARTICIPATION ON TOUR' for the only exception to this. No person, other than a representative of Uncommon Journeys or Train Holidays authorized by a document in writing issued by the Chairman may vary, add or waive any term or condition set forth in the preceding provisions. Written notice of any claim against Uncommon Journeys or Train Holidays must be received no later than fourteen (14) days after the date that services were provided to a tour participant.

All terms and conditions and schedules and rates are subject to change without notice.

PAYMENT OF YOUR DEPOSIT ON ANY TOUR OR PROGRAM INDICATES YOUR ACCEPTANCE OF ALL TERMS AND CONDITIONS