

General Information & Conditions

The following terms and conditions ('booking conditions') form the basis of your contract with Australian Pacific Touring Pty Ltd ('Travelmarvel', 'we' or 'our'). Please read them carefully as they set out your and our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions, that you agree to them and that you agree to them applying to your holiday arrangements you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. References in these booking conditions to your 'holiday package' are references to the tour or cruise package you have booked with Travelmarvel. References to 'excursions' are references to short trips or tours included or available as part of your holiday package. Products marketed under the Travelmarvel brand include tours or sectors of tours wholly or partially operated by Great Rail Journeys, a company which has partnered with Travelmarvel for this purpose. Where Travelmarvel is mentioned in these conditions it also infers Great Rail Journeys wherever applicable.

GOVERNING LAW

These booking conditions are governed by the law in force in Victoria, Australia.

BEFORE YOU BOOK

PRICES – DEPOSITS – DISCOUNTS – PAYMENTS

Your booking price will be set out in this brochure unless it is varied by advertising or a special offer, or is changed after the publication date for any reason, including without limitation, to cover changes in government taxes and charges, exchange rate variations, fuel surcharges, airline charges, a Force Majeure event or other material increases by suppliers. Once you pay your deposit your holiday package price is guaranteed (except for any changes resulting from a Force Majeure event – see below). A \$1,000 security deposit per person, per holiday package is required within seven days of booking confirmation for all rail journeys, with the exception of Australia and New Zealand rail journeys, which require a \$200 security deposit per person. A second deposit of \$2,000 per person for Europe and USA rail journeys and \$1,000 per person for Asia rail journeys is required by 31 October 2019 when booking a tour that includes an airfare deal or airfare discounts. Deposit requirements may vary when booking a special offer. Final payment of the balance of your holiday package price is due 100 days prior to departure unless stated in the terms of a special offer. Travelmarvel reserves the right to cancel any ticket or booking or to refuse to carry any passenger where payment has not been received by Travelmarvel within the specified time. All fares and charges are in Australian currency. Payment in full is required at time of booking for reservations made less than 100 days before departure from Australia or New Zealand. If Travelmarvel is unable to confirm your reservation, all monies will be refunded.

TRAVELLING WITH MINORS

Children under 12 years of age are not permitted on tours and cruises. Children under 18 years of age must be accompanied by an adult and share their accommodation with an adult.

INCLUDED IN HOLIDAY PACKAGE PRICE

All coach/rail and travel, accommodation, airfares and gratuities (where indicated in individual itineraries), airport transfers on the first and last day, sightseeing, specified excursions, meals and beverages as stated, admissions, port charges and the services of a Great Rail Journeys Tour Escort or Travelmarvel Cruise/Tour Director as stated in your itinerary.

NOT INCLUDED IN HOLIDAY PACKAGE PRICE

Airfares (unless stated), airport taxes, laundry, passport and visa fees, food not on the regular table d'hôte menu, beverages unless indicated otherwise, excess baggage, fuel surcharges, optional excursions and gratuities not specified in your itinerary. Whilst portage is included on most rail journeys, it is not included on all tours within this brochure. Please refer to the individual "Tour Notes" within individual itineraries for exclusions.

TRANSFERS

Airport transfers are included on the first and last day of the holiday package at designated times, or with pre and post accommodation booked by Travelmarvel. No refund will be given for unused transfers. Transfers cannot be re-routed to other pick-up points or destinations. Passengers who miss the pre-booked transfers must make their own way to/from the airport/hotel/ship at their own expense. Some holiday packages include group transfers from or in between airports/hotels/ships and vice versa. A group transfer is generally a shared transfer and the type of vehicle used will normally be dependent upon the size of the group. Combined cruise and land tours, or cruise and rail tours (excluding USA & Canada) include transfers and flights between tours as specified.

GRATUITIES

Gratuities for the rail/land/cruise portion of your tour, shore excursions, and on board your river cruise are included in your tour price as specified (excludes tours to New Zealand and Australia). Tipping cannot be redeemed for a cash refund.

CHOOSING YOUR HOLIDAY

The holidays contained within this brochure are for departures between 21 August 2019 – 31 December 2020. To maximise your enjoyment of your Travelmarvel holiday and to ensure that it lives up to your expectations it is important that you choose the right holiday package for you. Our brochures contain limited information, however, there is more information online at travelmarvel.com.au and our qualified staff are available to discuss your options.

HOTELS & OVERNIGHT TRAINS

Standards of overnight trains vary in each destination and may not include private bathroom facilities, please enquire for details. Hotel rooms overseas are often smaller than those in Australia and New Zealand. Travelmarvel endeavours to utilise the most suitable accommodation available in each destination to ensure that passengers enjoy high levels of cleanliness, comfort and service. The hotels listed in this brochure will be used on almost all holiday packages, however, if a change is necessary for any reason, Travelmarvel will endeavour to ensure that alternative accommodation is of an equivalent standard to those shown. Hotel rooms are not available for check-in before 3pm and

require check out by 10am. Should you wish to check-in earlier or to stay longer, you may be required to book and pay for additional nights.

TWIN OR DOUBLE ROOMS

Accommodation in all hotels, regardless of the rating, is in standard rooms (sometimes named superior/deluxe) based on twins or doubles unless otherwise stated. Many sleeper trains only offer bunk-style bedding. Passengers will be sharing a 4 berth sleeper cabin on the overnight rail journey featured in the 'Across the Roof of the World' (RJCTG14) holiday. Bedding configurations on board cruises vary depending on the category booked.

SOLO TRAVELLERS

Single rooms and suites may be smaller than standard twin or double rooms and in some cases may only have one single bed. A twin share guarantee for solo passengers is available for tours in New Zealand. Please refer to our website for full conditions.

CRUISING – CABIN/SUITE/STATEROOM SELECTION

Travelmarvel will make every effort to assign specific cabins, cabin numbers or locations on the ship if requested. If this is not possible, Travelmarvel reserves the right to make changes to cabin assignment, within the category booked, without prior notice.

PASSENGERS NEEDING SPECIAL ASSISTANCE

Travelmarvel welcomes passengers with disabilities or special needs however, please note the following:

1. Any disability or medical condition requiring special attention must be reported to Travelmarvel at the time of booking including all important information relating to your health, mobility and fitness which may affect your partial or total participation in the tour or cruise. This information is also crucial to allow Travelmarvel to ensure the tour you have chosen is suitable and meets your needs. Any changes to health, mobility and fitness must also be reported to Travelmarvel as soon as possible and prior to departure. Where possible Travelmarvel will make reasonable adjustments to the tour to accommodate your special needs however, it cannot do so if the adjustment required would be unreasonable in all of the circumstances, including if such adjustments would affect your safety and/or the safety and/or enjoyment of other passengers.

2. If you require special assistance or care (such as pushing a wheelchair, assistance with dressing or assistance with walking), you must travel with a companion capable of providing the required assistance or care. Please be aware that Travelmarvel does not provide personal assistance. Travelmarvel is unable to assist any passenger with walking, dining, boarding or disembarking any transportation vehicles (including trains). To safely participate in embarkation and disembarkation you must be able to do so without the need for special assistance. You must also be able to do so without reasonably impacting other passengers' safety and/or enjoyment.

3. While Travelmarvel will make reasonable efforts to accommodate the special needs of disabled passengers, it is not responsible for any denial of services by any third party entities it has travel arrangements with, such as carriers, hotels, trains, restaurants or other independent suppliers, or for any additional associated expenses charges by those parties.

4. Please note coaches and minibuses are not equipped with wheelchair ramps. Guests on Rail Journeys will need to embark and disembark trains which may not be level with the platform. Many ships require the use of stairs to go between decks. Further, side by side docking may require passengers to climb and descent stairs to cross over vessels to disembark and embark at times. Travelmarvel ships may sail through areas that do not have convenient docking facilities. In such circumstances it will be necessary for passengers to negotiate temporary gangplanks and uneven surfaces. If the crew decide that it is not safe for a passenger to negotiate such operations they may require passengers to stay on board. Cabin doors and restrooms are not wide enough to allow access by standard wheelchairs. Wheelchairs and walkers cannot be carried on coaches, due to space limitations. For safety reasons, passengers in wheelchairs cannot be carried on ramps in ports where the river or ocean cruise ship is at anchor. Older or historic trains do not have wheelchair facilities or provisions for using a wheelchair.

HEALTH & FITNESS

A good level of health and fitness is required to participate on Travelmarvel's holiday packages. In some destinations there are extensive sightseeing excursions by foot and which include climbing stairs. Mobility is needed boarding or alighting coaches, river cruise ships and trains. We recommend a visit to the doctor and dentist before travelling to overseas destinations. It is your responsibility to advise Travelmarvel of any pre-existing medical conditions that may affect the normal conduct of a holiday package and the enjoyment of other guests. A Health, Fitness & Mobility Questionnaire will be provided and requested to be completed at the time of booking if you advise of any health, fitness or mobility issues. Travelmarvel is not liable for any injury, illness, or loss of enjoyment which could have been reasonably prevented had we been made aware of a pre-existing condition and been provided an opportunity to review it. We will not be responsible for any costs associated with cancellation penalties or the return of passengers from a tour, and a refund for lost touring cannot be claimed.

VISA & PASSPORTS

All passengers must have a valid passport that is valid for at least six months after the holiday package return date. Passengers must consult with the appropriate consulates to ensure that they have any applicable visas for countries included in the holiday package prior to departure. Visas are required for India and China, Vietnam and Cambodia, and Travelmarvel will obtain the entry permits required for Bhutan and Tibet. Please check the itinerary if a multi-entry visa is required. If travelling into the United States (including on an Alaskan cruise), all Australian, New Zealand and UK citizens must register on the Electronic System for Travel Authorization (ESTA) to ensure eligibility to travel to the US under the Visa Waiver Program (VWP). There is a fee of US\$14* payable in conjunction with the ESTA registration (*subject to change). Travelmarvel will provide the necessary

invitation letter to ensure you are eligible to obtain a Russian Visa (applicable for arrangements booked by Travelmarvel), but will not apply for or process your visa application. Passengers are solely responsible for meeting necessary passport and visa entry requirements and paying all associated costs. Travelmarvel is not responsible for delays or missed portions of the holiday package resulting from incorrect travel documents or visas.

SHORE EXCURSIONS

The timing of the shore excursions on all holiday packages may differ slightly for each package. The published times are a guide only and may change without notice. It is impossible for large coaches to be used for some city sightseeing excursions and many towns and cities will be visited by way of walking tours. For cruising, clients must be able to climb ramps to embark or disembark river cruise ships. Depending on water levels, there may be a number of steep steps. Holiday packages including time in Switzerland, Tibet, China and other alpine regions may include mountain excursions to, at times, high altitudes.

PUBLIC HOLIDAYS/FESTIVALS/EVENTS

Virtually all countries have public holidays, religious or otherwise. The festivities may temporarily disrupt your holiday and some religious holidays may result in a reduction of facilities and entertainment.

BOOKING & PAYING FOR YOUR HOLIDAY

AIRFARES

Air travel is arranged with independent airlines. Travelmarvel will arrange air travel as advertised in connection with your holiday package or otherwise arranged with Travelmarvel. All airfares are subject to flight and booking class availability as specified in the conditions. Airfares will be booked and ticketed upon receipt of your deposit to avoid price or tax increases. Airport taxes vary for each departure point and routing of airline. Airline schedules are subject to change without notice. Once air tickets are issued, airline amendment and/or cancellation fees apply and, in some cases, are non-refundable. Name changes and voluntary date and schedule changes will incur fees. Travelmarvel is not liable for delays or disruptions of air travel. Once tickets are issued Travelmarvel will have no other liability and will not be responsible for refunding the cost of any services booked in conjunction with the flights. While we endeavour to accommodate your airline seating requests, these are never guaranteed and are subject to change at the airline's discretion.

OUT OF DATE RANGE FLIGHTS

If airlines have not published their schedule at the time this brochure was printed or at the time of booking, Travelmarvel will estimate the cost of airfares connected with your holiday package. When the airline releases flight inventory and airfares, Travelmarvel will confirm the booking and pricing to you by sending you an updated invoice. Once flights have been confirmed by you and payment has been received Travelmarvel will issue your ticket/s.

TRAVELMARVEL DEPOSIT CANCELLATION PEACE OF MIND

Applicable when an upfront fee of \$95 per person is paid with your deposit. The holiday package can be cancelled prior to the final payment date and your deposit will be retained as a Travelmarvel holding credit to be used for future bookings. If Deposit Cancellation Peace of Mind is claimed, monies held must be used on a future cruise or tour and cannot be redeemed against the original cruise or tour departure date. Deposit held in credit will exclude fees imposed by third parties, including but not limited to air travel, rail travel and hotels. When booking airfares through Travelmarvel (including when taking advantage of a special offer that includes air travel), standard airline cancellation fees will apply. In some cases, airfares will be non-refundable. In the event of cancellation, these fees will be deducted from the deposit paid, and therefore the credit being held. Travelmarvel Deposit Cancellation Peace of Mind applies to new bookings only and is only valid up until 100 days prior to travel. After three years, unused credit funds will incur the original cancellation conditions as per brochure. This does not replace travel insurance, which you are required to purchase at the time of booking.

TRAVEL INSURANCE

Travel Insurance is not included in your holiday package. You are required to purchase comprehensive travel insurance that includes (without limitation) coverage for the cost of your holiday, medical expenses, loss of luggage, cruise and land content and airfare charges that may occur due to cancellation, impossibility of performance or other frustration, disruption, loss of deposit or strikes, and provide a copy to us. Travel insurance is compulsory for all Rail Journeys and proof of your policy must be supplied prior to receiving your final payment.

TRAVEL INFORMATION & DOCUMENTS

After booking you will receive an invoice with all important information relevant to your holiday package. We strongly recommend you check the details carefully and read the included information. Please ensure that you check your flight timings carefully on your tickets, particularly early morning departures. Approximately 21 days before departure you will receive your e-ticket together with your final itinerary. However in the case of late bookings, charges or late payment, tickets may be emailed to you.

SPECIAL REQUESTS

Where a special request (e.g. diet, room location, twin or double bedded room, a particular facility at a hotel, flight seat requests and/or particular meals) is an important factor in your choice of holiday, you must advise us when your booking is made. Travelmarvel will pass your request onto the hotel, airline or other supplier but cannot guarantee that it will be accommodated. Travelmarvel will also pass on any dietary requests to the airline but we strongly recommend that you check directly with the airline once your tickets have been issued. The provision of any special request does not constitute a term of your contract with us. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your invoice or any other document is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

EARLYBIRD OFFERS, FLY DEALS & SPECIAL OFFERS

Conditions apply. For full terms and conditions relating to any Earlybird, Fly Deal or Special Offer on your booking, please refer to the deals pages within this publication or go to travelmarvel.com.au/specialdeals.

OTHER SPECIAL OFFERS

Special Deals and Special Offers other than those advertised in the brochure may be promoted by Travelmarvel after the brochure is released. These new special deals/offers do not apply to existing bookings unless otherwise stated.

CREDIT & DEBIT CARD SURCHARGES

If you pay Travelmarvel by credit card surcharges of between 1% and 3% will be added to your tour price. If you pay Travelmarvel by debit card a surcharge of 0.5% will be added to your tour price.

IF YOU WANT TO CHANGE OR CANCEL YOUR HOLIDAY

If you want to change any part of your holiday arrangements after the invoice has been issued, we will do our best to make the change, but it may not be possible. Any request for changes must be made in writing by the person who made the original booking, or his or her travel agent. If it is possible to make the change, it will be subject to an administration charge and payment of any further costs incurred as a result of the change.

CANCELLATION POLICY

For all holiday packages in this brochure, Travelmarvel cancellation fees apply as follows (in addition to charges of any independent suppliers eg: airlines and hotels):

Days of Notice	Fee Per Person
100 days or more	Loss of deposit
99-61 days	50% of holiday package price
60 days or less	100% of holiday package price

All cancellations must be received in writing by Travelmarvel and are not effective until this notification has been received. If your holiday has commenced, 100% of the full holiday package price is charged. There is no refund for unused services or if portions of the holiday package are missed. Additional cancellation fees may also be charged in respect of accommodation reserved outside the holiday package dates. These cancellation fees are in addition to any fees that may be levied by Travelmarvel and your travel agent (if any). You acknowledge that the amounts estimated under the Cancellation Policy are reasonable and represent a genuine pre-estimate of Travelmarvel's loss and are otherwise reasonably necessary to protect the legitimate interests of Travelmarvel. If you request changes after Travelmarvel has issued your documents, Travelmarvel may charge you an administration and processing fee of \$70 per person in addition to any applicable cancellation fees.

CANCELLATION OF TICKETED AIRFARES

A Travelmarvel cancellation fee of \$50 per person applies for ticketed airfares, in addition to any airline cancellation fees that are applicable.

CHANGES TO TICKETED AIRFARES

If you wish to amend the date or routing on your ticketed air booking, a Travelmarvel amendment fee of \$30 per person for the first change and \$85 for any subsequent changes will be charged in addition to airline change fees and additional taxes that are applicable. If you wish to amend an already issued Singapore Stopover / Emirates stopover package, a \$30 per person Travelmarvel change fee will apply along with any applicable airline fees. If, for any reason, a name change to a ticketed airfare is required, a \$125 per person name change fee will apply for every change in addition to any applicable airline fees.

IF WE NEED TO CHANGE OR CANCEL YOUR HOLIDAY

Travelmarvel endeavours to provide you with all the services confirmed to you at the time of your booking. However, we plan arrangements a long time in advance of your departure date using independent suppliers such as airlines, hotels, rail operators etc., over whom we have no direct control. On occasions changes do have to be made, and Travelmarvel reserves the right to cancel or amend holiday packages/excursions accordingly. All tours require a minimum number of bookings in order to be financially viable and to have a pleasant group atmosphere. In the event adequate numbers cannot be achieved, it may be necessary to cancel a scheduled departure and offer the nearest possible alternative date (or a refund of the monies paid for arrangements made by Travelmarvel).

BROCHURE ACCURACY

Travelmarvel has endeavoured to ensure that the information given in this brochure about accommodation, itineraries etc., is correct to the best of its knowledge at the time of going to print. However, advertised descriptions and facilities and prices may change after publication. We recommend that you confirm the details of your chosen holiday package at the time of booking. Additionally, flight timings, carriers and routes in the brochure are given for guidance only as there may be changes. Final details will be shown on your tickets. Holiday package or excursion itineraries may change or be different from those described in the brochure as a result of local conditions, weather conditions and annual events. Travelmarvel will endeavour to notify you of any significant changes prior to your departure.

FLIGHT CHANGES

The flight timings shown in our brochure, on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are set by airlines and affected by events outside our control. Scheduled and charter flight timings, and days of operation are also subject to change. Travelmarvel will advise you of any significant changes as soon as it is informed by the airline. Minor timing changes will be shown on your flight tickets. Any change in the identity of the airline, flight timings or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying any applicable cancellation fees except where specified in these booking conditions.

FORCE MAJEURE

Force Majeure means the occurrence of an event that is beyond Travelmarvel's reasonable control, which includes, but is not limited to: (a) war, armed conflict, criminal damage, riot, civil strife, industrial dispute, terrorist activity or the threat of any such acts; (b) natural disaster (including but not limited to flooding, fire, earthquake, landslide), adverse weather conditions, high or low water levels; (c) nuclear or other industrial accident causing

environmental pollution or contamination; or (d) change in law, meaning, enactment, amendment (including repeal) in the law or administration of any law in Australia or any jurisdiction or territory relevant to the booking contract, which includes changes in statute, regulation, determination, by-law, declaration, licence and the common law as applicable from time to time.

TERMINATION OF BOOKING CONTRACT OR CHANGE OF TRAVEL ARRANGEMENTS DUE TO FORCE MAJEURE

If Travelmarvel, in its reasonable opinion, considers that any Force Majeure event prevents Travelmarvel (whether directly or through its employees, contractors, subcontractors and agents) from lawfully or safely providing any products or services subject of the booking contract with you, Travelmarvel may immediately by written notice: (a) terminate the booking contract (in whole or in part); or (b) change your travel arrangements as reasonably practicable to ensure your safety and invoice you for any additional costs.

LIMITATION OF LIABILITY IN THE EVENT OF FORCE MAJEURE

In the event of a force majeure event making it impossible or unsafe for Travelmarvel to deliver all or part of the Holiday Package, Travelmarvel will refund the customer for the unperformed part of the Holiday Package less any reasonable losses incurred before cancellation. Losses may amount to a substantial proportion of the booking price. Travelmarvel will use reasonable endeavours to minimise losses incurred by customers. Customers must take out travel insurance to protect themselves against loss in these circumstances.

ON HOLIDAY**TOUR DIRECTOR/TOUR ESCORT**

For holidays operated by Great Rail Journeys, tours will be escorted by a Great Rail Journeys Tour Escort.

NOISE & VIBRATION

Travelmarvel takes reasonable steps to minimise noise and vibrations on its cruise ships. You acknowledge and accept that some noise and vibration may be experienced on vessels and that Travelmarvel is not liable to you for any such noise or vibration.

DOCKING POSITION

During port stops river and coastal cruise ships may dock side by side, obstructing views and requiring you to pass through other ships to embark or disembark. Docking positions are governed entirely by the port authorities. On coastal cruises docking locations may also be impacted by weather and sailing conditions.

SUN DECK

During passage through locks or under low bridges or in the case of adverse weather, it will be necessary to close the main sun deck for passenger use. In the interest of safety, sun deck closures are rigidly enforced. While circumstances will vary and are beyond control, closures of the main sun deck may amount to 4-6 days on average per 15 day cruise. On Contemporary Class River Ships, the lower sun deck may also close for short periods of time.

LOCAL PURCHASES

Travelmarvel is not responsible for any items you may purchase locally ie: jewellery/furniture etc. You acknowledge that you are solely responsible for any import duty or freight costs.

PERSONAL BELONGINGS & LOST ITEMS

For security reasons valuables should be kept to a minimum and packed in hand luggage along with medicines, camera, film, electrical or battery-operated appliances, as well as basic essentials. It is your responsibility to look after your property at all times and you must ensure you are adequately covered by comprehensive travel insurance in the event of any loss.

DISRUPTION TO CRUISING & ITINERARY ARRANGEMENTS

Itineraries are intended as a guide only and are subject to alteration without notice. Alterations may be necessary for various reasons including, without limitation, road, rail, river or weather conditions, strikes or other reasons beyond Travelmarvel's control. If conditions render any routes unsafe for navigation, Travelmarvel reserves the right to provide alternative services including, but not limited to, accommodation on the docked ship or substitute land arrangements. Under normal river conditions, itineraries will operate as far as possible as detailed in this brochure. However, sometimes for reasons beyond our control, it may be necessary to make alterations to your itinerary. For example, without limitation, if there is a water level problem on a river or canal, it may be necessary to operate part of the itinerary by coach and alternative sightseeing may be included. Travelmarvel will not be liable for any direct or indirect costs that you incur as a result of any event or other factor beyond our control which necessitates a change in your itinerary. Additionally, you are not entitled to any refund for any alterations to your itinerary that are caused or contributed to by any flood or water level events or such other events which are beyond our control. Travelmarvel cannot guarantee exact arrival and departure times for carriers and operators used by Travelmarvel and Travelmarvel will not be liable for failure to make connections with any other services or attractions beyond its control.

ON RETURN FROM YOUR HOLIDAY**DATA PROTECTION POLICY**

Any personal information (including sensitive information and health information) that Travelmarvel obtains and retains from you or about you is necessary for our business purposes. Our Privacy Policy details why we collect this information, who we may disclose it to (including overseas recipients), and the main consequences if we do not collect it. Our Privacy Policy also contains information about how you may seek access to, or correction of, the personal information held about you, and our complaint resolution procedures. Our Privacy Policy is available at travelmarvel.com.au/privacy or by request to us. By providing personal or sensitive information to us, you are agreeing to the terms of our Privacy Policy.

GENERAL INFORMATION**LIMITATION OF LIABILITY**

1. Our holiday packages include the services of independent providers, such as hoteliers, airlines, cruise companies and other operators, who are not agents, servants or employees of Travelmarvel. Although we take care in selecting the independent service providers and the optional excursions conducted by

some independent service providers, Travelmarvel is not responsible for the conduct of the independent service providers, their servants and agents or for any ramifications of that conduct. Optional excursions may, depending on your holiday package, include activities such as climbing, exploring, bike riding, swimming and snorkelling. You accept and assume the risk involved with these activities.

2. If, in the opinion of any representative of Travelmarvel, your mental or physical condition, or general behaviour is such as to affect your own health and safety, render you incapable to care for yourself, cause you to become a hazard to yourself or other passengers or result in you becoming objectionable to other passengers or staff, you will not be permitted to embark or continue on the whole or any part of the holiday package. Abuse or harassment of any kind toward crew, contracted suppliers or other guests may result in immediate removal from the tour or cruise. Travelmarvel is not liable to you for any costs associated with such decision and you will not be refunded for any part of the holiday package.

3. Travelmarvel accepts no responsibility for any death, injury, illness, loss (including loss of enjoyment), damage, detention, delay (including mechanical breakdown) beyond its control.

4. Any term, condition or warranty express or implied by statute or otherwise in respect to the holiday packages contained in this brochure are excluded to the full extent permitted by law. Nothing in these booking conditions excludes, restricts or modifies the application of the Competition and Consumer Act 2010 (Cth) as amended, consolidated, supplemented or replaced.

5. To the full extent permitted by law, Travelmarvel's liability arising under or in connection with these booking conditions:

(a) is limited to the re-supply of the products or services or the payment of the cost of re-supply of the products or services to you; and (b) excludes liability for any indirect or consequential losses suffered by you or any third party, howsoever caused, including but not limited to pure economic loss or any special, extraordinary or punitive damage to you or any other party.

6. Your travel agent will forward deposits and other payments to us on your behalf, but your travel agent is not our agent for the purpose of receipt of monies. Receipt of deposits and subsequent payments by the travel agent does not constitute receipt of those monies by us and the travel agent has no authority expressed or implied to receive monies on our behalf. There is no liability on the part of Travelmarvel in respect to any monies paid to your travel agent unless and until Travelmarvel notifies you (by way of a booking confirmation advice or payment receipt advice) that monies have been received by Travelmarvel. Travelmarvel reserves the right to cancel any ticket or booking or refuse to carry any passenger where payment has not been received by Travelmarvel within the specified time.

GREAT RAIL JOURNEYS

Rail journeys are operated by our partner Great Rail Journeys, based in York (UK), and are escorted by a Great Rail Journey's Tour Escort. Your contract is with Travelmarvel and Great Rail Journeys as the principal operator of the tour.

RAIL & CRUISE COMBINATIONS

Price is based on Category E cabin for Europe, Category C cabin for Vietnam and Category B cabin for India. Enquire for cabin upgrades.

SMALL GROUP RAIL JOURNEYS

Travel with a maximum of 20 guests.

RESPONSIBLE SERVICE OF ALCOHOL

Our staff are trained in the Responsible Service of Alcohol and are obligated by law to refuse service to any guest who, in their reasonable opinion, appears to be or is intoxicated, or behaves in an aggressive or offensive manner.

MEDICAL ASSISTANCE

Travelmarvel does not employ medical staff on our ships or tours. If you require medical attention, local medical services can be contacted immediately. You are responsible for all charges that result from a visiting a medical facility, or for a medical practitioner visiting you. Travelmarvel is not responsible for the type or quality of the medical services you may receive.

SMOKING

For other passengers' comfort there is no smoking on coaches, trains or cruise ships, except in designated areas.

SERVICE ENQUIRIES

If a problem occurs during your holiday you should, in your own interests, advise your tour/cruise director so that steps can be taken to resolve the matter. If you remain dissatisfied, any complaint must be made in writing to Travelmarvel within 30 days.

LUGGAGE LIMITS

Porterage is included on most of our Rail Journeys (see individual itineraries for tours including and excluding porterage). For tours not including porterage, you will be required to manage/lift your luggage on and off trains etc. including stairs. Luggage should therefore be limited to one suitcase weighing less than the standard airline allowable luggage limit of 160 cm (and weighing no more than 20 kg), to ensure you are able to manage and lift your cases both on and off trains throughout your journey. Some porterage inclusive tours will require guests to pack an overnight bag to allow your main luggage to be transported to the next destination and some handling of luggage may be required when embarking or disembarking trains or coaches.

MAPS WITHIN THIS PUBLICATION

Note that maps may not be to scale.

TRAVELLER CLUB TERMS & CONDITIONS

Details including the full range of benefits and conditions may be viewed on page 122, or on our website at travelmarvel.com.au/traveller-club

IMAGES WITHIN THIS PUBLICATION

Some images in this publication are copyright of, and have been reproduced with the permission of: Great Rail Journeys; Bernina Express; Glacier Express; Taieri Gorge Railway; Jacobite Steam Train; Bernina Railway; Jungfrau Railway; Brienz-Rothorn Mountain Railway; TransAlpine Railway; RV Rajmahal; Century Sun.

Publication No. TM-165AU. Prices and publication are valid from 28 June 2019 and supersede all previous prices and publications.