

**Updated 2-21-2010**

## **TRAVEL TERMS & CONDITIONS**

**TOUR PRICE:** All tour prices are subject to change without notice at any time, however, Zephyr Route will always attempt to in good faith communicate any changes which may occur.

**CHANGE OF ITINERARY:** We reserve the right to substitute, change train routing, alter or modify the tour if any unexpected and unforeseen conditions beyond our control occur. In the railroad industry last minute changes do occur.

**DEPOSITS AND FINAL PAYMENTS:** Generally, the required deposit is due in our office within 14 days of making a booking. For most tours the final payment is due in our office 10 days before the start of the tour. Due dates are posted for each tour and will also be on your invoice, and in some cases we will vary the due Date depending upon the tour in question.

**RESPONSIBILITY AND LIMITATION OF LIABILITY:** Zephyr Route assumes no responsibility for injury, sickness, damage, loss, additional expenses, accidental delay or irregularities which may be caused through willful or negligent acts or omissions on the part of the companies providing or engaging in transportation, accommodations or services related to the accomplishment of the tour including. We have no control on the timings of our charter trains and indeed passenger trains and charters can and do run late quite often. Nor do we assume responsibility for natural disaster, social or political upheaval, acts of terrorism or acts of nature. The right is reserved to substitute hotels, tour leaders, equipment, motive power, trains, routes, and to alter the itinerary when deemed necessary without notice. We are not responsible for expenses incurred by tour members in preparing for the tour.

**CANCELLATIONS:** Cancellations must be received by postal mail, e-mail or fax before any refunds will be processed. **A COURTESY PHONE CALL IS REQUESTED, BUT IT DOES NOT TAKE THE PLACE OF AN OFFICIAL WRITTEN CANCELLATION.** Be sure and allow enough time if sending your written notice by US mail. When a written cancellation is received in the office, this will be the effective date of the cancellation. Please take note that it can take up to 60 days to process some refunds, but in most cases refunds will be issued in half that time.

**Cancellation refund rules:** 60 days prior to the start of any tour you will receive a full refund less a \$100 per person administration fee. 59 to 30 days before the departure of any tour there will be a 50% cancellation penalty based on the full cost of the tour. Any cancellations received 29 or less days before the start of any tour will not receive any refund. However, if Zephyr Route is able to sell the space you were holding, then there will be a 50% cancellation fee based on the full cost of the tour.

**Cancellation due to medical reason(s):** If a trip must be cancelled due to medical reason(s), a full refund will be given if a medical doctor's written explanation is sent to Zephyr Route.

**RIGHT TO REFUSE SERVICE:** Zephyr Route reserves the right to refuse service to anyone we deem necessary, to insure that all of our clients will have the best possible tour.

**PRE-DEPARTURE TOUR BULLETINS:** Tour bulletins will be sent to clients that have booked tours. Bulletins include weather, packing tips, food, health, updates and much more. Tickets and a detailed itinerary will be sent out about three weeks before the tour begins.

**PAYMENTS FORMS:** Payments can be made with personal check drawn on a U.S. Dollar account, money order for U.S. Dollars, bank wire transfer, or credit card. We accept Visa, Master Card, or American Express. **IF A CREDIT CAR IS USED, A 5% HANDLING FEE WILL BE ADDED TO THE TOTAL OF THE FARE.** Final payment for all tours is due 10 days before departure date.

**SINGLE SUPPLEMENT:** Fares which include occupancy in a railcar sleeping room and/or a hotel are published as based on double occupancy. Some fares are also published as single occupancy when possible.

**TOUR REFUNDS:** If for any reason **tour members** amend or delete any arrangements during travel, and leave the tour **on their own**, no refunds will be given on unused portions of the tour. If buses and trains are cancelled by the carrier, or there is a labor strike or they go out of business, Zephyr Route cannot be held responsible and we cannot give refunds. **Travel insurance** will protect you for any of these reasons. If **Zephyr Route** needs to cancel any tour everyone will receive a full refund. Please take note that refunds can take up to 60 days to process.

**PARTIAL TOURS:** Zephyr Route will allow passengers to join or leave a tour at certain points. It will depend on the tour and the conditions. Give us a call and we will try and work up a custom option for you.

**Accessibility:** Guests must be able to walk and negotiate steps, either on their own, or with assistance, as our historic private railcars do not accommodate wheelchairs. Redcap assistance is available at major stations.

**Altitude:** These tours may feature extended durations at high altitude. Check with your doctor if you have any questions about your body's ability to cope with these altitudes or activities.

**Travel Outside the United States:** If a Zephyr Route tour involves travel to Canada, it is solely your responsibility to have on your person a valid government-issued photo ID and Proof of Citizenship. This may take the form of a Passport, or a Certified Birth Certificate in addition to a current Driver's License or non-driver ID. Without acceptable Proof of Citizenship you will not be allowed to return to the United States.