



Death Railway Tours - Terms & Conditions

Tour Conditions

1. This tour is subject to availability and may sell out fast – maximum numbers do apply on tour. It can be withdrawn & varied without notice. Death Railway Tours reserves the right to cancel tours/participants who have not paid deposits and balance of final payments by the due dates. Deposits will not be refunded.
2. The itinerary is subject to change with minimal notice to participants due to influences outside of our control, eg Museums closed/road closures/public areas closed/force majeure/third party issues etc. We therefore reserve the right to change the itinerary at any time, the package, departure dates and is subject to minimum numbers. (If minimum numbers are not reached 100% refunds will be available) – note it would be uncommon to not reach minimum participation.
3. The company cannot guarantee the prompt service of the Thailand Railway System. (Trains can be late).
4. It is compulsory to have personal Travel Insurance to travel with Death Railway Tours – don't travel without it; shop around for best quotes.
5. This tour is not available in conjunction with any other offer.
6. An AUD\$1000 deposit is required with all bookings and is not refundable.
7. Balance payable two months prior to departure or in full if booking made within two months of departure.
8. The tour will commence on the allotted date and will not wait for participants who are late. No refunds to late participants will be made, including involuntary flight cancellations and re-scheduling.
9. Extra Wreaths (in addition to the two provided at Hellfire Pass and Kanchanaburi War Cemetery on ANZAC Day and one provided on Remembrance Day at Kanchanaburi War Cemetery) are at participants costs. (These can be provided at reasonable fees).
10. Hotel upgrades are subject to participants own costs.
11. Company apparel that does not fit participants after providing sizes is not the responsibility of the company; additional apparel will be at participant's cost.

General Conditions

12. Death Railway Tours will provide confidentiality to all persons on tour and will not give out personal information only where required for touring purposes (including Visa Applications where applicable). The use of Facebook/TravelPod for groups pictures at specific locations will be conducted for advertising & tour record purposes. Please notify your tour leader if you do not wish to participate in group photos and have them utilised for advertising/tour purposes.

At times we will need to use your personal information to pass to service providers which will include your name, address, phone details, email address, Passport numbers/expiry dates, credit card numbers and other sensitive information including dietary information (for use at restaurants/hotels etc), health/medical, mobility (use of Golf Carts for personal travel), religious and other special requirements. This personal information is mainly for distribution to tour service providers but may be provided to Customs, Immigration or lawful agency when/where requested. This information will be forwarded to service providers internationally who may not afford the same level of security or confidentiality as Death Railway Tours – the latter cannot be held responsible for any breaches of third party confidentiality.



Death Railway Tours may contact you to update you on tour information or to provide you with data on upcoming, changed or new tour opportunities.

The usual tracking technology/cookies will be utilised with our internet site to ascertain your operating system, browser and internet provider – this will assist with continual flow of information to ‘tweak’ our internet site and provide a better experience overall for all visitors enabling us to update the site periodically. We do not collect any personal data apart from the abovementioned disclosure.

Aggregate numbers of all visitors to our website will be retained to ascertain internet traffic.

Links to our website will from time to time be provided however we cannot be held liable for any goods or services obtained with third parties.

You can disable internet cookies but this may limit the internet site experience with regard links, pictures, video’s and content may not operate correctly or as intended.

13. General Travel Advice – see the website: www.smarttraveller.com.au and register your trip.
14. Travel documents are your responsibility including a valid passport with at least 6 months validity (after your return date). You are required to complete the Death Railway Tour Participant Form and attach a photocopy of your Passport. (The form will be emailed on booking).
15. Airline tickets are your responsibility to arrange to Thailand, ensure the names are correct with those arrangements. Death Railway Tours will not be held responsible for missed flights, flight delays, lost passengers, incorrect spelling of passenger details. We will post out to you all travel documents subject to the Death Railway Tour in Thailand – it is your responsibility to obtain the required flights and insurances. It is also your responsibility to contact your airline 24 hours prior to departure to confirm flights and book seats. Excessive baggage charges are your responsibility. Involuntary changes by airlines are outside of our control and therefore refunds do not apply; tours will begin on the scheduled dates/times and again no refunds will occur due to Involuntary flight changes. You will seek compensation via your travel insurance and/or airline and not with Death Railway Tours.
16. Travel insurance is highly recommended and there are many providers of insurance in Australia. Compare the Market Travel Insurance is a great start for investigating products and prices.
17. Frequent Flyer Points – This is your responsibility to make your own arrangements with your preferred airline – retain Boarding passes for later points requests is recommended including with Bangkok Air.
18. Traveling with prescribed drugs – see the website: www.canberra.thaiembassy.org/visa.html for further reading. Ensure all prescribed drugs are labelled and kept in their original packaging and carry a letter from your doctor referencing those medicines. Within the above website is information pertaining to ‘Taking Medication Into Thailand’ review these notes if you are carrying prescribed medications. Non-prescribed medications and illicit drugs carry massive penalties in the Kingdom of Thailand and Myanmar. Seek advice from your doctor and the Thailand & Myanmar Embassy before you travel if concerned. Do not take, receive, carry or be involved in any way with illegal drugs or criminal activities – you void all assumed agreements with Death Railway Tours in this account and will be referred to the Australian Embassy for their ongoing reference and support.
19. Visas are not required for entry into Thailand for holiday purposes not exceeding 30 days and with a return ticket. If you plan on staying longer in Thailand – then it is your responsibility to obtain the necessary Visas. Visit the above website for more information. We will apply on-line in advance for a



Visa for Myanmar; if you fail to obtain a Visa from the Myanmar Government and have paid a deposit – you will not receive your deposit back.

20. Health – it is your responsibility to obtain the necessary inoculations and preventative measures before, during and after the tour for all medical related issues. Malaria and other jungle type diseases are still prevalent in the River Kwai/Railway area. Death Railway Tours suggests you visit your doctor prior to attending for advice and necessary inoculations, fitness to travel etc.
21. Thailand and Burma are hot and humid climates and simple exercising and walking can be difficult. We have several areas where steps and inclines are prevalent – it is your responsibility to check with your doctor on your level of fitness to participate in Death Railway Tour walks/activities in these areas before you come on tour. Including but not limited to: The Grand Palace, war cemeteries, Chungkai, Khaopoon Cave, railway stations, Bridge Over the River Kwai, Hellfire Pass Cutting; Hellfire Pass Museum walk to Hintok Station, former POW Camps; Hintok Mountain Pool, Home Phu Toey, Lawa Cave, Floathouse Activities, River Kwai Jungle Rafts activities, Sai Yok Noi, Kanchanaburi Monastery/Lookout, Nakorn Pathom Chedi, Rose Garden to the Labua State Tower, Skytrain and other areas of the tour.
22. River Jump at Floathouse and River Kwai Jungle Rafts is at your own risk. Life jackets will be provided at the hotels for this activities – they are mandatory to wear. Strong currents exist in the Kwai Noi River – you should be a competent swimmer and in reasonable fitness to participate in river jumps. Check with your doctor before you travel to ascertain if you can participate in river jumping. You assume all risks associated with river jumping. Depths can vary in the Kwai Noi River due to tidal differences – do not dive into the Kwai Noi River – this activity is at your own risk.
23. Tours and stays before and after the tour are at your own risk and Death Railway Tours will not be responsible for any activities before or after the tour including hotels stays.
24. Sickness whilst on tour will not result in any refunds. The tour will continue without sick participants and not revisit sites. Sick participants will be referred to medical practitioners in Thailand at Bumrungrad Hospital in Bangkok or Kanchanaburi Hospital in Kanchanaburi with the equivalent in Burma.
25. Local fees, gratuities, all taxes, fees (outside the tour program) are your responsibility including any penalties with local laws & customs. This includes the use of photography.
26. Local Services in Thailand & Myanmar are subject to Thai Law and custom. We will provide you with the best available services however cannot be held responsible for problems outside the tour company's control. This includes transport, hotels, transfers, restaurants and personal dress standards – refusal to enter sites etc. Our best intentions and your welfare will always be foremost in our endeavours however outside influences may affect those services. As such we at Death Railway Tours give no warranty or responsibility to external service providers or provide such responsibility with regard their standards. Any legal recourse is subject to that external provider and Death Railway Tours will not be held liable for external services including contractors of Charlie Connection and Golden Express Tours – provided or not provided by those companies or people.
27. Risk and Liability of Travel. All participants acknowledge and agree there are risks involved in participating in Death Railway Tours and travel abroad. By making a booking, all participants agree to accept all risks associated with the travel package. We do not accept any liability of any nature, whether in contract or otherwise, for acts, omissions, cancellations, defaults, and changes to travel schedules whether negligent or otherwise, of third party providers over whom we have no direct control. Under exceptional circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements only. We do not accept any liability in contract, tort, common law (of any country) or otherwise for any injury, damage, loss/theft (including consequential loss) delay, additional expense or inconvenience, where caused directly or indirectly by



force majeure (act of god) or any other event which is beyond our control or scope and which is not preventable by reasonable diligence/carefulness on our part.

28. Cancellations will be subject to charges which can range up to 100% depending on the date of cancellation and whether or not travel has actually commenced. This will include:
 - a. A non-refundable deposit of \$1,000.
 - b. Nil refunds within 60 days of the tour on all payments.
 - c. Above 60 days' notice (minus the deposit) – 100% of payments will be returned to participants.
 - d. These fees are payable due to our third party suppliers, booking of hotels and transport providers etc.
29. Exclusion of Service to participants who do not comply with tour terms and conditions or distract, interfere, cause problems with other participants, locals or tour providers and/or have behavioural problems affecting those on tour. This exclusion of service is at our discretion and will not incur refunds. Any additional costs by participants for exclusion of service are their own responsibility.
30. Electronic Funds Transfer is the only method of payment to Death Railway Tours. Note that credit/debit cards abroad attract international fees. Your cards, personal documents & property (including Service Medals) are exclusively your responsibility including their security, fees and replacements. Any payments by you with credit cards are at your own risk in Australia and abroad. Death Railway Tours will not be held liable for any services or goods not provided by either cash or card transactions in Australia or abroad.
31. Wi-Fi and internet security cannot be guaranteed either in Australia or abroad. Seek professional advice on all matters regarding electronic security.
32. Phone charges (either at hotels or personally on mobile phones) are at participants own costs.
33. All additional hotel, transport and restaurant charges etc are at participants own costs.
34. All bookings are subject to the applicable laws as set out in the state of Victoria.
35. Please see the itinerary for inclusions and exclusions.
36. Assault, robbery, theft and other crimes can happen anywhere in the world – Death Railway Tours will not be responsible for criminal acts to participants.