



THE GHAN INDIAN PACIFIC GREAT SOUTHERN THE OVERLAND

## TERMS AND CONDITIONS

### TRAVEL PERIOD 1 APRIL 2020 – 31 MARCH 2021

#### 1. BOOKING

##### CONFIRMED BOOKING

Your booking of a Rail Journey or Holiday Package is confirmed when:

- (1) you have made the booking and have provided Journey Beyond Rail Expeditions (JBRE) with all necessary information to complete the booking; and
- (2) you have paid us the Deposit (or other amounts owing at the time of booking), according to the terms of this agreement; and
- (3) we have sent you a Booking Confirmation.

##### FEE

The Fee for your Rail Journey or Holiday Package is the amount stated in your Booking Confirmation. You may also be required to pay other amounts in accordance with the terms of this agreement.

##### INCLUSIONS

Your Booking Confirmation sets out the details of all goods and services that are included in your Rail Journey or Holiday Package, and the class of travel of your booking.

#### 2. PAYMENT

##### THE GHAN, INDIAN PACIFIC AND GREAT SOUTHERN

###### 'EVERYDAY' FARES

For Everyday Rail Journeys and Everyday Holiday Packages, you may pay the Fee in two parts:

- (1) Deposit - this payment is per booking, non-refundable and payable within 14 days after booking; and
- (2) Balance - the difference between the deposit and the total Fee. This must be paid in all cases no later than 45 days prior to the date of travel. For bookings made at 45 days or less prior to travel, full payment is required at the time of booking.

Failure to make any of the payments associated with the above fares by the time outlined in this agreement will result in the cancellation of the booking.

###### 'ADVANCE PURCHASE' RAIL JOURNEY FARES

Advance Purchase fares are not available within 6 months of travel date and are not available on every departure, journey, or cabin type. For Advance Purchase Rail Journeys, full payment must be paid within 14 days after booking.

Failure to make the payment associated with the above fares by the time outlined in this agreement will result in the cancellation of the booking.

###### 'ADVANCE PURCHASE' HOLIDAY FARES

Advance Purchase fares are not available within 6 months of travel date and are not available on every departure, journey, or cabin type. For Advance Purchase Holiday Packages, the deposit must be paid within 14 days after booking with the balance due 180 days prior to departure.

- (1) Deposit - this payment is per booking, non-refundable and payable within 14 days after booking; and
- (2) Balance - the difference between the deposit and the total Fee. For Advance Purchase Holiday Packages must be paid in all cases no later than 180 days prior to the date of travel.

Failure to make any of the payments associated with the above fares by the time outlined in this agreement will result in the cancellation of the booking.

###### 'SPECIAL OFFER' FARES

For Special Offers, the Fee is paid in full at the time of booking unless stated otherwise in the Special Conditions. Special Offers may have other terms and conditions included in the Booking Confirmation. Failure to make any of the payments associated with the above fares by the time outlined in this agreement will result in the cancellation of the booking.

#### THE OVERLAND

##### 'EVERYDAY' FARES

For Everyday Rail Journeys, full payment will be required at the time of booking.

Failure to make any of the payments associated with the above fares by the time outlined in this agreement will result in the cancellation of the booking.

##### 'READY RAIL' FARES

Ready Rail fares are not available on every departure. For Ready Rail, Rail Journeys, bookings can be made on the Journey Beyond website at [www.journeybeyondrail.com.au](http://www.journeybeyondrail.com.au). If the booking is made by phone to one of Journey Beyond's Travel Centre phone agents, it will incur a \$20 booking fee. This Fare may be allocated non-window seats. Full payment is required at the time of booking and no amendments or changes can be made once the booking is confirmed.

##### 'SPECIAL OFFER' FARES

For Special Offers, the Fee is paid in full at the time of booking unless stated otherwise in the Special Conditions. Special Offers may have other terms and conditions included in the Booking Confirmation. Failure to make any of the payments associated with the above fares by the time outlined in this agreement will result in the cancellation of the booking.

#### 3. BEFORE YOU CAN TRAVEL

##### CABIN ALLOCATION

Prior to your scheduled departure date, JBRE will allocate cabins (seats on The Overland) to you according to the service of your booking. JBRE will do its best to accommodate any request you might have for a particular cabin (seats on The Overland) but does not guarantee it. If JBRE is unable to accommodate you in the service of your booking, you will receive the options set out in the clause 'JBRE Cancellation'. If JBRE is unable to accommodate your request for a particular cabin (seat on The Overland) allocation and you elect to cancel your booking, this will be considered a 'Guest Cancellation' and dealt with in accordance with the clause 'Guest Cancellation'.

##### LUGGAGE

Guests must comply with the relevant luggage requirements set out on the Website and/or booking confirmation.

##### TRAVEL INSURANCE

Our rail journeys go through remote Australian regions, which sometimes results in severe weather events, flash flooding, bushfires, and remote location medical evacuations. As a result, we highly recommended you purchase travel insurance to protect you in unforeseen circumstances.

##### FIT TO TRAVEL

You must ensure that you are medically and physically fit for travel. Before you confirm your booking, you must advise JBRE of any medical or physical condition that will or may require medical attention, medication, or special treatment during your rail journey. JBRE may also ask you to complete a health questionnaire. If a guest has a condition that JBRE decides may significantly affect the enjoyment, health or safety of themselves or any other person on board, JBRE can refuse or cancel a booking.

#### 4. ON THE DAY OF TRAVEL

##### CHECK IN

You must check in with a JBRE representative at the location stated on your Travel Documents no more than 2.5 hours and no later than 1 hour prior to the scheduled departure. You must show suitable photo identification to the JBRE representative when checking in.

##### DANGEROUS GOODS

Your luggage must not contain any items which in our opinion are dangerous, illegal, liable to harm or annoy other guests, or otherwise unsuitable. Animals (except assistance animals) are not permitted on board. JBRE reserves the right to eject any guest that fails to comply with this clause.

## JOURNEY BEYOND

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## 5. ON THE TRAIN

### NO SMOKING POLICY

All JBRE trains are entirely smoke free in accordance with relevant state government regulations. Guests are not to smoke (including e-cigarettes) on the train.

### SEARCHES

If JBRE has reasonable cause to believe that the guest is carrying a prohibited item, an authorised representative of JBRE may, subject to applicable laws, search or inspect the guest's luggage.

### OFF TRAIN EXCURSIONS (OTES)

We may cancel or modify OTEs due to inclement weather, train scheduling or other circumstances. There are no refunds for any such cancellations or modifications.

## 6. GUEST AMENDMENTS, PAYMENTS AND CANCELLATIONS

Subject to availability, you may amend your booking (the date of travel, the components of your package or the number of guests) as follows:

### THE GHAN, INDIAN PACIFIC AND GREAT SOUTHERN

	EVERYDAY	EVERYDAY HOLIDAY	ADVANCE PURCHASE	ADVANCE PURCHASE HOLIDAY
DEPOSIT	Value –\$500.00 per person for Gold Service and \$1,000.00 per person for Platinum Service Due – 14 days from time of booking	Value –\$500.00 per person for Gold Service and \$1,000.00 per person for Platinum Service Due – 14 days from time of booking	Value – 100% of booking fee Due – 14 days from time of booking	Value –\$1,000.00 per person for Gold Service Due – 14 days from time of booking
FINAL PAYMENT	Due – 45 days prior to departure	Due – 45 days prior to departure	Due – 14 days from time of booking	Due – 180 days prior to departure
GUEST AMENDMENTS	Free of charge up to 14 days prior to departure.  A request to reduce the number of guests travelling will incur any applicable cancellation fees.  *Any fare differences arising from amending your booking will be passed on if applicable.	\$50.00 fee up to 14 days prior to departure.  A request to reduce the number of guests travelling will incur any applicable cancellation fees.  *Any fare differences arising from amending your booking will be passed on if applicable.  * Third Party Supplier conditions may vary and will be passed on if applicable.	Up to 14 days prior to departure.  * Can only be made to travel dates if the change is greater than six (6) months prior to the new proposed departure date, subject to Advance Purchase fare type availability.  A request to reduce the number of guests travelling will incur any applicable cancellation fees.  *Any fare differences arising from amending your booking will be passed on if applicable.	\$50.00 fee up to 45 days prior to departure.  * Can only be made to travel dates if the change is greater than six (6) months prior to the new proposed departure date, subject to Advance Purchase fare type availability.  A request to reduce the number of guests travelling will incur any applicable cancellation fees.  *Any fare differences arising from amending your booking will be passed on if applicable.  * Third Party Supplier conditions may vary and will be passed on if applicable.
GUEST CANCELLATIONS	Fully refundable within 14 days of booking unless within 45 days prior to departure.  More than 91 days prior to departure fully refundable for all monies paid less \$50.00 per person service fee.  Loss of deposit when cancelling 90-46 days prior to departure.  100% cancellation fees apply 45 days and under prior to departure.	Fully refundable within 14 days of booking unless within 45 days prior to departure.  More than 91 days prior to departure fully refundable for all monies paid less \$50.00 per person service fee.  Loss of deposit when cancelling 90-46 days prior to departure.  100% cancellation fees apply 45 days and under prior to departure.	Fully refundable within 14 days of booking.  100% cancellation fees apply after 14 days from booking.	Fully refundable within 14 days of booking.  Loss of deposit when cancelling more than 181 days prior to departure.  100% cancellation fees apply 180 days and under prior to departure.

### THE OVERLAND

	EVERYDAY	READY RAIL
PAYMENT	Value – 100% of booking fee Due – at time of booking	Value – 100% of booking fee Due – at time of booking
GUEST AMENDMENTS <sup>^</sup>	Free of charge up to 1 day prior to departure.  A request to reduce the number of guests travelling will incur any applicable cancellation fees.	Nil amendments allowed.
GUEST CANCELLATIONS	100% cancellation fees apply.	100% cancellation fees apply.

<sup>^</sup> Guests will be subject to pay any fare differences which may apply when amending travel date.

## 7. CANCELLATIONS

Your Rail Journey or Holiday Package could be cancelled under one of the following three circumstances:

- (1) A cancellation arising from your actions, through no fault of JBRE – see 'Guest Cancellations'.
- (2) A cancellation by JBRE arising from external consequences that make our performance of the agreement impossible (for example a Force Majeure event, or the actions of a third party e.g. new government regulation) – see 'Force Majeure Cancellations'.
- (3) Any other cancellation by JBRE – see 'JBRE Cancellations'.

### FORCE MAJEURE CANCELLATIONS

For all fare types, in the event of a Force Majeure Cancellation, JBRE will provide you with a credit note of an amount equal to the monies paid to JBRE under the booking. The credit note can be applied to the cost of a future Rail Journey or Holiday Package with us. Time limits and other criteria and conditions may apply.

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## JBRE CANCELLATIONS

For all fare types, in the event of a JBRE Cancellation, JBRE will provide you with the option to receive one of the following:

- (1) (where available) travel on an alternative non-rail holiday package of similar value, that gets you to the scheduled end destination;
- (2) an alternate rail service of the same value at a later date;
- (3) a full refund of monies paid to JBRE under the booking; or
- (4) a credit note of an amount equal to the monies paid to JBRE under the booking.

## REFUND PAYMENT

Any credit note or refund payable by JBRE under this agreement will be calculated to take into account the monies actually paid under the booking and the amount of the Rail Journey or Holiday Package that has been used.

Any refund will be payable to the person who paid for the booking or to the first person named on the booking. If a booking was made through a Travel Agent, any refund will be returned to that Travel Agent for their payment to the guest.

## CREDIT NOTE

A credit note can be applied to the cost of a future Rail Journey or Holiday package with us. Time limits and other criteria and conditions may apply. Credit notes are not transferrable or redeemable for a refund. Once a credit note has been redeemed, the value of the credit becomes non-refundable in the event of cancellation.

## SERVICE DISRUPTION

A Service Disruption is a full or partial cancellation of your Rail Journey after your Rail Journey has commenced.

In the event of a Service Disruption, JBRE will, subject to its obligations under the Australian Consumer Law, use reasonable endeavours to re-route you to the next destination by any form of transport at JBRE's cost. No refunds are payable for Service Disruptions.

## 8. OUR OPERATIONS

### CONNECTIONS

We cannot guarantee our schedule and we are not liable for any costs deriving from the failure of a guest to connect with other services. As a result, guests should allow ample time for connections.

### NO LIABILITY FOR OTHER CARRIERS

To the extent permitted by law, JBRE is not liable for any loss or damage suffered in relation to a guest missing a connecting journey on another carrier, as a result of any cancelled or delayed JBRE journey.

### WARRANTIES, EXCLUSIONS AND LIMITATION OF LIABILITY

To the extent permissible by law (and without limiting the operation of any statutory guarantee under the Australian Consumer Law), JBRE will not be liable for any death or personal injury, loss of or damage to luggage or goods, consequential losses, loss of profit or any similar claims arising from any use of the services or arising out of JBRE's negligence, including delay, or any inaccuracy with respect to information relating to transport, services or pricing.

To the extent that part of the services are supplied to the guest by a third party, any warranty offered by JBRE in relation to those services will be limited to JBRE's right of redress against the third party arising out of any alleged fault or defect in the services.

Whilst every effort is made to ensure details of Holiday Packages remain accurate, situations may arise outside of JBRE's control where a third party holiday component must be substituted or amended. JBRE will not be liable to refund guest payments as a result of amended itineraries, which are subject to change without notice.

Nothing in this agreement restricts, limits, or modifies your rights or remedies as a consumer against JBRE for failure of a statutory guarantee under the Australian Consumer Law.

## 9. MISCELLANEOUS

### SURCHARGES

We are entitled to charge up to 2.75% surcharge depending on your payment method.

### WAIVER AND AMENDMENT

A provision of this agreement may not be amended or waived except in writing signed by an authorised representative of JBRE.

### ENFORCEABILITY

If a term of this agreement is unenforceable it shall be read down to be enforceable or, if it cannot be read down, the condition shall be severed from this agreement without affecting the enforceability of the remaining conditions.

### DISCLAIMER

Images in any of our brochures or advertising materials are indicative only and may not reflect the exact experience or destination.

### THIRD PARTIES

In order to provide you with the goods and services that are included in your Rail Journey or Holiday Package, we may use third party providers. You agree that we may pass on to you any costs, fees, or terms that

they apply to us under our agreement with them. You agree that we may pass on to the third party providers your personal information for booking purposes only.

## 10. DEFINITIONS

**Australian Consumer Law** means the Australian Consumer Law as that term is defined in the Competition and Consumer Act 2010 (Cth).

**Booking Confirmation** means the notification from us to you containing the details of your booking.

**Deposit** means the amount of money payable for certain fares as set out in clause 2.

**Dollars** or **\$** means Australian Dollars.

**Force Majeure event** means an event or circumstance which is beyond our control and without our fault or negligence and which was not reasonably preventable, including:

- (a) riot, war, invasion or acts of terrorism;
- (b) requisition or compulsory acquisition by any governmental or competent authority, a material change in legislation or directions by a government authority;
- (c) medical outbreak, or contamination of any kind;
- (d) earthquakes, flood, fire, or other physical natural disasters; and
- (e) strikes or industrial disputes which affect an essential part of the service.

**Holiday Package** means any Holiday Package offered by us comprising a Rail Journey component and other components provided to you by third parties.

**Guest** means anyone travelling with us under your booking.

**Rail Journey** means any interstate one-way rail journey operated by us, including:

#### THE GHAN

- Adelaide to Alice Springs or vice versa
- Alice Springs to Darwin or vice versa
- Adelaide to Darwin or vice versa

#### THE INDIAN PACIFIC

- Sydney to Adelaide or vice versa
- Adelaide to Perth or vice versa
- Sydney to Perth or vice versa

#### GREAT SOUTHERN

- Adelaide to Brisbane or vice versa

#### THE OVERLAND

- Adelaide to Melbourne or vice versa

**Travel Documents** means your ticket or other proof of your confirmed booking.

**We/us** means Experience Australia Group Pty Ltd ACN 614 713 003.

**Website** means [www.journeybeyondrail.com.au](http://www.journeybeyondrail.com.au)

**You** means the person or entity that made the booking and is named in the Booking Confirmation.