



THE GHAN INDIAN PACIFIC GREAT SOUTHERN THE OVERLAND

TERMS AND CONDITIONS

TRAVEL PERIOD 1 APRIL 2021 – 31 MARCH 2022 (FOR BOOKINGS MADE FROM 01 OCTOBER 2020)

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' RAIL JOURNEY AND HOLIDAY PACKAGE

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 at time of 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' FARES RAIL JOURNEY AND HOLIDAY PACKAGE

Advance Purchase fares are not available within 6 months of travel date and are not available on every departure.

Fares are valid for Gold Service only.

For Advance Purchase Rail Journeys and Advance Purchase Holiday Packages, full payment will be required at the time of booking.

This payment is per booking and non-refundable.

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.

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'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. 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

sales.enquiries@journeybeyond.com | 1800 703 357 (In Australia) | +61 8 8213 4401 (Outside Australia)

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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:

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	EVERYDAY	EVERYDAY HOLIDAY*	ADVANCE PURCHASE**	ADVANCE PURCHASE HOLIDAY***
DEPOSIT	Value – 10% of booking fee Due – on booking†	Value – 10% of booking fee Due – on booking†	Value – 100% of booking fee Due – on booking†	Value – 100% of booking fee Due – on booking†
FINAL PAYMENT	Due – 45 days prior to departure	Due – 45 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.	\$50.00 fee per person up to 14 days prior to departure. A request to reduce the number of guests travelling will incur any applicable cancellation fees.	Free of charge up to 45 days prior to departure. A request to reduce the number of guests travelling will incur any applicable cancellation fees.	\$50.00 fee per person up to 45 days prior to departure. A request to reduce the number of guests travelling will incur any applicable cancellation fees.
GUEST CANCELLATIONS	Loss of deposit when cancelling more than 45 days prior to departure. 100% cancellation fees apply 45 days and under prior to departure.	Loss of deposit when cancelling more than 45 days prior to departure. 100% cancellation fees apply 45 days and under prior to departure.	100% cancellation fees apply 14 days after booking date.	100% cancellation fees apply 14 days after booking date.

* Fully refundable if you change your mind within 14 days of booking.

† Third Party Provider conditions may vary and will be passed on to the guest if applicable.

** Guests will be subject to pay any fare differences which may apply when amending travel date.

*** Advance Purchase fares must be booked more than 6 months prior to departure. Fares are valid for selected dates in Gold Service only and are subject to availability.

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	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*	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.

* 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.

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.

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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. EARNING AND USING QANTAS POINTS

For bookings made from 4 December 2020, QFF members can earn 1 Qantas Point per AU\$1 spent on Eligible Bookings. Eligible Bookings are Journey Beyond Rail Expeditions and Journey Beyond Rail Expedition Holiday Packages and exclude airfares packaged with a Journey Beyond Rail Expedition Holiday Package; bookings made with a promotional or discount code including staff, companion or Friends and Family discounts, travel industry discounts, trade and press familiarisations or prize winners; bookings of Groups and Charters (a Group is 10 guests or more travelling together on one booking. A Charter is when a dedicated train departure is booked by one group or organisation); and bookings made via a distribution partner who is already a participant in the Qantas Frequent Flyer program, including but not limited to Abercrombie & Kent, APT Luxury Travel, Exclusive Travel Group, Intrepid Travel, Luxury Escapes and Peregrine. To earn Qantas Points, a QFF member must make an Eligible Booking via [journeybeyondrail.com.au](https://www.journeybeyondrail.com.au) and add their QFF details to the booking prior to the departure date. If you add additional QFF members to the booking and include their QFF numbers, the total points amount will be split equally. For example, if the entire booking will earn 10,000 Qantas Points and you add two QFF members details, each member will earn 5,000 Qantas Points. Points will be credited to the relevant Frequent Flyer account within 8 weeks of the completion of the journey. Qantas Points will be awarded to you based on the final amount of the travelled booking, where a refund is applied after your return, the Qantas Points will be determined by the final amount paid less the refund.

USING QANTAS POINTS - CLASSIC RAIL REWARDS

From 4 December 2020, QFF members will be able to redeem Qantas Points for Classic Rail Rewards on Eligible Rail Expeditions. Eligible Rail Expeditions are Gold Twin or Gold Single Cabins on Rail Expeditions excluding The Overland.

Classic Rail Rewards can be redeemed using Qantas Points only. Qantas Points will be deducted in full at the time of booking. Qantas Points will not be earned on Classic Rail Rewards. Classic Rail Rewards can be booked online at <https://www.journeybeyond.com/book-now/> or by calling 1800 019642, the latter will be subject to a Reward Assistance fee of \$35 inclusive of GST.

Classic Rail Rewards are subject to the fare rules of the Journey Beyond Rail Expeditions Everyday Fare in addition to the following:

- (1) Classic Rail Rewards are fully refundable if you change your mind within 14 days of the completion of your booking. However, if you book within 45 days of the departure date and cancel the booking, you will not be eligible for a refund.
- (2) There will be a cancellation fee of AU\$200 or 25,000 Qantas Points per person if a booking is cancelled more than 14 days after booking and more than 45 days prior to departure. At the time of cancellation, you can choose how you wish to settle the cancellation fee. When the fee of AU\$200 per person is selected, this must be paid directly to Journey Beyond, prior to the full Qantas Points amount being credited to the QFF member's account. It may take up to 30 days for the Qantas Points to be credited to the Qantas Frequent Flyer account.
- (3) There will be a 100% cancellation fee for any booking that is cancelled less than 45 days prior to departure (you will not receive a refund in points).

Changes to the travel date for Classic Rail Rewards bookings may be made by calling 1800 019642 up to 14 days prior to departure. Changes are subject to the availability of the Classic Rail Rewards fare on the new travel date. An amendment fee of AU\$35 per booking (including GST) will be applicable.

CLASSIC RAIL DEPARTURE DATE BEFORE 31 MARCH 2021

The following special fare rules apply for Classic Rail Reward departures up until and including 31 March 2021:

Changes to the travel date for Classic Rail Rewards bookings may be made by calling the Journey Beyond Travel Centre on 1800 019642 up to 7 days prior to departure. Changes are subject to the availability of the Classic Rail Rewards fare on the new travel date. The amendment fee of AU\$35 and reward assistance fee of AU\$35 per booking (including GST) will not apply to these changes.

Classic Rail Rewards are fully refundable if you cancel the booking more than 7 days prior to departure, you will not be charged a cancellation fee and you will receive a full refund of your Qantas Points. It may take up to 30 days for the Qantas Points to be credited to the Qantas Frequent Flyer account.

Changes cannot be made to the travel date for Classic Rail Rewards bookings within 7 days prior to departure.

There will be a 100% cancellation fee for any Classic Rail Rewards booking that is cancelled within 7 days prior to departure (you will not receive a refund in points).

For changes and cancellations inside 7 days of travel, if you can't travel as a direct result of border closures or Government-imposed travel restrictions that directly impact your booking, the cancellation fee will be waived.

POINTS PLUS PAY

Qantas Frequent Flyer members can redeem Qantas Points when booking online at <https://www.journeybeyond.com/book-now/>, using Points Plus Pay. Points Plus Pay allows you to choose the number of Qantas Points you redeem above the specified minimum level of 4,000 and pay for the remainder of the booking value with an accepted payment method (including VISA, MasterCard or American Express.) Qantas Points will not be earned on the portion of the booking paid in Points and will only be earned on the portion paid in cash with an accepted payment method.

10. 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.

11. 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

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