



THE GHAN INDIAN PACIFIC

MOTORAIL CONDITIONS OF CARRIAGE

1. THE CONTRACT

1.1 Composition of contract

Journey Beyond Rail Expeditions (JBRE) (ACN 079 476 949) agrees to carry your vehicle ('Your Vehicle'), on the terms and conditions set out here.

1.2 Inconsistency

In the event of any inconsistency between the terms and conditions set out here and the terms and conditions appearing anywhere else, the terms and conditions set out here will prevail.

Certain State and Commonwealth legislation, including the Australian Consumer Law, implies particular non-excludable guarantees, warranties, remedies and conditions into particular agreements for the supply of goods and services, which cannot be excluded, restricted or modified (Non-Excludable Terms). This document does not exclude, restrict or modify any of the Non-Excludable Terms.

1.3 Binding on Guest

The terms and conditions set out here bind you or the bearer of your ticket, JBRE and JBRE's employees, directors, officers, servants, agents and contractors.

2. LIMITED LIABILITY

2.1 No Liability

Except as otherwise provided by the terms and conditions, and to the maximum extent permitted by law (but without limiting the operation of any Non-Excludable Terms), JBRE will not be liable for any death or personal injury, loss of or damage to luggage or goods, incidental damages, consequential losses, loss of profit or any like claims whatsoever arising from any use of, or incidental to, the Services or arising out of JBRE's negligence in any way whatsoever, including delay, or any inaccuracy with respect to information relating to transport, Services or pricing. In particular:

- (a) JBRE is not liable for death of or injury to any person, for loss of or damage to Your Vehicle, or any baggage or goods carried in or attached to Your Vehicle, for delay, or for consequential or other loss of any kind arising directly or indirectly from negligence or omission or some other cause in connection with the provision or non-provision of any transport services;
- (b) JBRE and its agents are not liable for any inaccuracy in any information concerning carriage of Your Vehicle, services, or their pricing;
- (c) JBRE and its agents are not liable for any losses suffered by you or any claims made against JBRE resulting from loss or damage to property or injury to persons caused or arising out of the carriage by JBRE of dangerous or prohibited goods in or on Your Vehicle whether or not declared by you;

- (d) JBRE and its agents are not liable for any losses or damage caused by Your Vehicle being in an overloaded condition that affects the manufacturer's normal line of suspension;
- (e) JBRE and its agents are not liable for any losses or damage caused by roof racks, weather shields, louvres and other accessories not being removed prior to loading;
- (f) JBRE and its agents are not liable for any losses or damage caused to vehicles travelling at 'Owner's Risk';
- (g) JBRE and its agents are not liable for any losses or damage caused by or to non factory-fitted accessories.

2.2 Limits on Liability

Any remedies offered in this document are in addition to all other rights and remedies which guests may have under any Non-Excludable Terms.

To the extent permitted by law, the liability of JBRE for any Non-Excludable Term is limited to (at the option of JBRE):

- (a) in the case of goods – repairing, replacing or supplying equivalent goods, or paying the cost of any of those remedies to the customer; or
- (b) in the case of services – supplying the services again or paying the cost of having the services supplied again.

3. CARRIAGE

Carriage shall commence when JBRE takes possession of Your Vehicle. Carriage shall end when the vehicle is delivered at the destination terminal. All vehicles must be collected upon at arrival at the destination station within 2 hours of arrival.

4. INSURANCE

Because JBRE's liability to you is limited, we recommend that you obtain transit insurance to cover:

- Damage to Your Vehicle;
- Damage to goods carried in or attached to Your Vehicle;
- Loss of goods carried in or attached to Your Vehicle.

5. CONDITION OF YOUR VEHICLE

JBRE may refuse to confirm your reservation or refuse to load Your Vehicle at any time if, in the opinion of JBRE or its employees, directors, officers, servants, agents and contractors:

- Your Vehicle is in an unsafe condition;
- The carriage of Your Vehicle may result in damage to JBRE property or to other vehicles;
- The physical characteristics and dimension of Your Vehicle may result in or cause damage to Your Vehicle as a result of carriage.

6. CONTENTS OF YOUR VEHICLE

6.1 Prohibited Items

Under no circumstances are you permitted to carry in Your Vehicle the following prohibited items:

- Knives, weapons and firearms of any type (exceptions exist for firearms and ammunition for hunting or sporting purposes. These must be packed in accordance with all applicable laws and regulations. JBRE's approval in writing must be obtained for the carriage of these items, which approval may be withheld at JBRE's sole discretion. Applications to carry firearms and ammunition must be submitted at least two (2) working days prior to the anticipated departure date).
- Items that may become or are dangerous, such as compressed gases, corrosives (such as wet seal batteries, items containing mercury, bleaches, acids and alkalines), explosives (including fireworks and flares), flammables (such as paints, thinners or petroleum products), oxidising materials (such as hydrogen peroxide), poisons (such as pesticides and herbicides), radioactive material unless they are packed or carried in accordance with all applicable laws and regulations;
- Items prohibited by any applicable law, regulation or order;
- Animals.

You indemnify JBRE against all losses suffered and claims made against JBRE resulting from loss or damage to property or injury to persons caused or arising out of the carriage by JBRE of dangerous and prohibited items whether or not declared by you.

6.2 Searches

JBRE will search and inspect Your Vehicle and its contents, and may allow government or authorised officers to as well.

6.3 Consequences of carrying prohibited items

If you refuse to submit to a search of Your Vehicle, or if prohibited items are found as a result of a search, JBRE may refuse to carry you and Your Vehicle and may deliver Your Vehicle to government authorised officers or dispose of any prohibited items without notice to you.

6.4 Additional restrictions on items carried in or attached to your vehicle

Items carried in or attached to Your Vehicle must not include:

- Fragile, delicate or perishable items (not including food items);
- Medicine;
- Money, jewellery, precious metals, silverware, negotiable papers, securities or other valuable items (e.g. cameras and electronic equipment);
- Commercial goods or documents;
- Passports and other travel documents.

Subject only to any Non-Excludable Terms, JBRE accepts no liability for loss of or damage to items included in this sub-clause and these items should be separately insured. Further, JBRE may refuse to carry valuable items such as jewellery, money etc. unless you can show proof of insurance of those valuables.

7. MISCELLANEOUS PROVISION

7.1 Governing Law

Wherever the ticket is issued, the ticket and carriage or services supplied in relation to the ticket are governed by the law in force in the state of South Australia.

7.2 Severability

Each clause in the Conditions of Carriage is severable from the others and if one is found to be unenforceable, this will not affect the validity of the others.

8. GENERAL MOTORAIL INFORMATION

8.1 Vehicle Sizes

The size of the vehicle dictates whether or not it can be transported by JBRE. Please note the following height restrictions

- Adelaide to Perth/Perth to Adelaide 1.79m (including roof racks etc)
- Adelaide to Darwin/Darwin to Adelaide 1.94m (including roof racks etc)

The height restrictions of all vehicles booked by JBRE are advised at the time of making the initial reservation and this advice is noted in the reservation comments. On the day of departure, should the vehicle be over the maximum height restriction advised, then the vehicle cannot be transported, and JBRE will not be obliged to provide any refund on the basis of such issue. It is the sole responsibility of the vehicle owner to measure their vehicle and ensure that it is within the height specifications prior to payment and delivery to the terminal of origin.

The maximum width of vehicle including mirrors extended that can be transported by JBRE into and out of all destinations is 2.20m wide.

Inner wheel tracks into and out of all destinations must be greater than 0.92m.

Outer wheel tracks into and out of all destinations must not exceed 1.90m.

An additional surcharge applies on all vehicles between 5.50m to 7.00m in length. Prices available on application.

8.2 Trailers

Trailers are considered to be another vehicle, separate to the vehicle towing the trailer and hence is charged accordingly. The length of a trailer (including the towbar) must not exceed the maximum vehicle length of 7.00m. Trailers and collapsible camper trailers must be attached to the motor vehicle in tow.

8.3 Motorcycles

- Motorcycles cannot be accepted for carriage on JBRE trains as independent motor vehicles in their own right.
- Motorcycles can only be accepted if they form the contents of a bona fide motorcycle trailer equipped with appropriate wheel channels and securing devices.
- Trailers containing motorcycles must be attached to a towing vehicle at all times and will not be carried independently.
- Trailers must comply with normal dimensional requirements for carriage of vehicles on Motorail.

- Motorcycles loaded on trailers must be securely attached and incapable of shifting in transit.
- Fuel must be removed from motorcycle fuel tanks before transport on Motorail.
- JBRE reserves the right to refuse to carry trailers if in JBRE's view the motorcycles are not adequately secured for transit.
- Motorcycles carried on trailers will be deemed as 'Contents' and carried entirely at owners risk, subject only to any Non-Excludable Terms.

8.4 Vehicles accompanied by a Guest

The motorail accompanied fares apply to one vehicle per paying guest. If a trailer or collapsible camper trailer is attached and this is accompanied by one paying guest, the charge is calculated at the accompanied fare for each vehicle. When two vehicles are accompanying one paying guest the first vehicle is charged at the accompanied rate and the second vehicle at the unaccompanied rate.

8.5 Vehicles unaccompanied by a Guest

Unaccompanied vehicles are carried by JBRE subject to availability and can be booked within 30 days of departure. All vehicles must be collected upon arrival at the destination station within 60 minutes of arrival. At the time of reservation, the name and contact number of the person(s) who will be dropping off and collecting the vehicle must be provided. Photo ID will be required at the time of collection.

8.6 Loading Requirements

Vehicles must be registered at the time of being transported by JBRE. Vehicles must be roadworthy at the time of being transported by JBRE. JBRE may refuse to confirm a guest's reservation or refuse to load a vehicle at any time if the vehicle is in an unsafe condition or if the vehicle may result in damage to JBRE property or any other vehicle or injury to any person. Petrol or flammable liquids or commodities in drums or containers (excluding the vehicle fuel tank) must be removed from the vehicle prior to loading. If such items remain within the vehicle, the vehicle owner will be liable for any damage incurred. All aerials must be lowered prior to loading to be lower than the vehicle roof height. Vehicles must not be overloaded as there is a raised section in the floor of the motorail wagon which could result in damage to the fuel tank, exhaust and independent suspension.

8.7 Loading Requests

JBRE will not accept requests nor provide guarantees for vehicle placements/positioning on motorail services.

8.8 Vehicle Check-In

Vehicles are to be checked in on the day of departure as advised by the Travel Centre Consultant at the time of reservation. Any vehicles that arrive after this deadline of delivery are subject to not being loaded and awaiting the next available service. Should vehicles miss the loading deadline, JBRE will not be obliged to provide any refund or replacement service on the basis of such issue.

Vehicle owners are required to fully secure the vehicle and proceed to the Motorail check-in counter with the vehicle keys. A JBRE representative will then conduct a vehicle inspection in conjunction with the guest/owner and complete a Motorail Vehicle Inspection Form. Vehicles will be loaded and unloaded only by JBRE representatives/staff. Keys to the vehicle will be conveyed by the Train Manager or Guest Services

Supervisor to the destination after the vehicle has been loaded at its origin.

8.9 Vehicle Collection

Vehicles will be unloaded at the destination by a JBRE representative/employee. You must collect your vehicle within 60 minutes on the day of arrival at the destination terminal. Guests are required to present their travel document as identification at the time of vehicle collection.

8.10 Luggage stored in vehicles

Luggage can be carried in a vehicle, providing that it does not impair the driver's vision and does not weigh the vehicle down to affect clearance limits. No luggage, surfboards etc. can be carried on the roof of a car. JBRE reserves the right to charge for any items other than bona fide luggage conveyed in the vehicle, at its ordinary rates for freight of such nature. Guests are not permitted to access their vehicle during transit.

All luggage carried in a vehicle is at the owner's risk, subject only to any Non-Excludable Terms.

8.11 Objects in vehicles

Canoes, dinghies, small boats, luggage or other similar bulky items are not permitted to be conveyed attached to the roof of any motor vehicle even they do not exceed the maximum loaded height limit.

8.12 Vehicle covers

Motor vehicles must not be covered with tarpaulins or covers of any kind.

8.13 Insurance

JBRE's Travel insurance does not cover motor vehicles. It is recommended that vehicle owners liaise with the company that presently insures the vehicle.

8.14 Cancellation

Accompanied Motorail bookings are subject to the same booking, payment, cancellation and amendment conditions as per the fare type booked.

Unaccompanied Motorail bookings are non-refundable in the event that you change your mind, require full payment at time of booking and can only be made within 30 days prior to departure.

