

## Effective for travel from 01 April 2019\*

These terms & conditions form part of your agreement with Great Southern Rail (GSR) for Rail holidays & packages.

All bookings made via GSR Website, Travel Centre and supportive travel agent are subject to these conditions.

Prices in the GSR brochure and Website are quoted in **Australian dollars** inclusive of GST. Fares, packages and prices promoted by GSR are subject to change without notice prior to booking. If a guest has booked a rail journey that includes flights, hotel accommodation or touring, these components will not be booked until a booking deposit is received.

Once payment is received towards a journey (train travel, a trip/holiday package, accommodation, day tour or overnight tour, or Travel Insurance) with GSR this confirms the agreement between client and GSR, binding these Booking and Travel Conditions.

Therefore, it is important that you read them carefully.

## 1. Bookings and Payment Terms & Conditions

### *The Ghan and Indian Pacific – Gold and Platinum Fares*

For **Gold Everyday** and **Everyday Saver** and rail only fares the booking deposit will be \$250.00 per person per rail sector and must be received by GSR within 14 days of the booking being made.

**Advance Purchase rail only fares** payment in full is required.

**Advance Purchase holiday package** fares the booking deposit will be \$500.00 per person per rail sector.

For **Platinum Everyday** and **Everyday Saver** and rail only fares the booking deposit will be \$500.00 per person per rail sector and must be received by GSR within 14 days of the booking being made.

A rail sector is defined as: on **The Ghan** as being Adelaide to Alice Springs or vice versa (vv), or Alice Springs to Darwin or vv; on the **Indian Pacific** as being Sydney to Adelaide or vv, or Adelaide to Perth or vv; on **The Overland** as Adelaide to Melbourne or vv. For example, this means Sydney to Perth (or vv) counts as two rail sectors.

**Special Offer Fares** are instant purchase fares and immediate payment at the time of booking is required. These special offers may also have different terms and conditions relating to when payment is due, cancellation of bookings and whether or not amendments can be made to the booking.

Fares, packages and prices are subject to change without notice prior to booking. If a guest has booked a rail journey that includes flights, hotel accommodation or touring, these components will not be booked until a booking deposit is

received.

### *Payment by Credit Card*

GSR charges an additional fee for transactions paid by credit card. The exact charge will be advised at the time of payment. To avoid credit card surcharges, you may contact GSR's Travel Centre for other payment methods.

### *Payment Due*

When a deposit has been paid, the balance of payment will be due at 45 days prior to the date of travel. (Unless booking conditions states otherwise, such as **Special offers**, Third Party Suppliers conditions and **Advance Purchase Holiday**) For bookings made at 45 days or less prior to travel, full payment will be required at the time of booking. If not received, the booking will be cancelled.

### *Single Supplement*

A single supplement will be applied when a guest occupies a twin or double room on their own. Different booking and payment conditions may apply to accommodation or tours. These will be advised at the time of booking.

### *Booking Confirmations*

Where a booking is on request through a third party supplier, cancellation and amendment fees will not apply if that booking cannot be confirmed. An 'on request' booking will not be accepted until confirmed by the third party supplier.

### *Late bookings*

Holiday package bookings cannot be made less than 4 days prior to the date of travel. For rail only bookings to be made less than 4 days from the proposed date of travel, please contact GSR Travel Centre.

### *Travel agent bookings*

If you decide to make your GSR booking through a registered travel agent, any amendments or enquiries on the booking will need to be made by your travel agent. The term travel agent refers to a travel agent authorised by GSR or a related body corporate of GSR to sell the right to travel on GSR trains (a 'Travel Right').

### *The Overland*

**The Overland Everyday Fares** and **Red Premium Fares** require full payment at the time of booking.

**The Overland Ready Rail Fares** are subject to fare type availability. Bookings can be made on the GSR website. Booking's made by phone to one of GSR's Travel Centre phone agents 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.

**Pension Saver Fares** are available in **Red Service** on The Overland, and are subject to fare type availability and only valid on selected dates, services and sectors.

Guests booking a **Pension Saver Fare** must hold a valid Concession Card at the time of booking and at the time of travel. These fares are only applicable to Australian citizens who hold the relevant cards issued by an Australian Government department. The following are the concessions

that are valid for access to the **Pension Saver fares** on The Overland:

- Australian Pension concession card (including Blind) (PCC),
- Commonwealth Seniors Health Care (CSHC) card.
- Totally and permanently incapacitated (TPI) Veterans
- Extreme disablement adjustment (EDA) veterans

These forms of concessions are eligible for **Pension Saver fares**, upon presentation of a valid DVA customer reference number.

Victorian Pension Voucher holders are eligible for **Pension Saver fares** on The Overland only.

Victorian Special Veterans (TPI, EDA) are eligible for free travel on The Overland only. **Pension Saver fares** are not available to Australian State Seniors or Australian Pension Voucher holders.

**Red Premium Readyrail Saver Fares** are subject to availability, may not be available on all services, and bookings must be made a minimum of 30 days in advance.

Full payment is required at the time of booking. If the booking is made by phone to one of GSR's Travel Centre phone agents, it will incur a \$20 booking fee.

### *Child Fares*

Child Fares are available to children aged 4 – 15 years inclusive or where a younger child occupies a seat or berth.

Infants aged under 4 years travel free on GSR services unless the infant is going to occupy a seat or berth. In this instance, the infant is to be booked as a child and the child fare applies.

Please note that children's meal menus are not provided on board our train services. A guest aged under 16 years must always be allocated a cabin with their parent, guardian or responsible adult aged over 16 years of age.

Sole occupancy of a room by a guest aged 13-15 inclusive will only be considered if they can be booked in the room next door to their parent, guardian or responsible adult.

Sole occupancy of a cabin by a guest aged under 13 years is not permitted. Exceptions may be considered at GSR's discretion.

## 2. Confirmed Bookings for Travel

Subject to the Booking & Travel Conditions, the Guest will only be permitted to travel on a GSR Train if the Guest has a specified reservation in a specified class of service, on a specified date and journey, and has fully paid the fare in line with the fare terms and conditions. This is known as a confirmed booking for travel, which may also be known as 'Travel Right'.

### *Right to Alteration*

GSR reserves the right to alter, increase or restructure any fare prior to your booking.

### *Holiday Packages*

GSR does not own, operate or control third party suppliers of services that are not included in their rail fares or purchased

in addition to rail travel (e.g. airlines, hotels/accommodation, sightseeing, tour operators, transportation companies, cruise and restaurants or hire car operators). Bookings including third party suppliers may incur additional conditions such as payment and cancellations terms that fall outside the general terms of GSR. Any additional terms will be outlined at the time of booking your GSR Holiday Package.

#### Hotel Accommodation

Accommodation prices are subject to change without notice. Hotel rooms are assigned at the discretion of each hotel property. All rooms are not the same and GSR has no control over room assignments.

Alternative hotels of a similar standard to those outlined in packages in our brochure or website may be used in the event of circumstances outside the reasonable control of GSR.

- Black-out dates and event surcharges may apply to some or all hotels that GSR contracts with.
- All rooms are subject to availability.
- Single rooms are available upon request and a supplement may be payable.
- Triple room rates and child rates will be provided on application and are subject to availability. The third bed may be a 'foldaway' or 'rollaway' bed for triple share rooms.

The star rating system for hotels is provided as an indication of the standard of the hotels only and the ratings are subject to change without notice. Hotels may require a credit card imprint on check in or alternatively a cash bond.

#### Holiday Packages

GSR does not own, operate or control third party suppliers of services that are not included in their rail fares or purchased in addition to rail travel (e.g. airlines, hotels/accommodation, sightseeing, tour operators, cruise lines, transportation companies, and restaurants or hire car operators). To the extent permitted by law, and subject only to any Non-Excludable Terms, GSR is not responsible for any loss, accident, delay or irregularity whatsoever resulting from a third party supplier's acts or omissions. The travel services provided by those suppliers are subject to the conditions imposed by the suppliers and their liability may be limited by their tariffs, conditions of carriage and agreements. Seasonal conditions occasionally necessitate adjustments to touring.

GSR reserves the right to amend/ cancel packages/tours at any time. Where a package or tour is cancelled other than by the guest, all guests will be provided with a full refund where able to be obtained from its third party suppliers. Where a package or tour is substantially amended, all guests will be entitled to request a full refund, subject to the to obtain a refund from its third party suppliers.

#### Flights

Flights are available to be booked with your rail holiday package. In some cases, Holidays

packages already have flights included. All flights booked via GSR Travel Centre are subject to the Terms and Conditions of the carrier and fare class. These conditions will be advised at the time of booking.

#### Flights not booked by GSR

GSR are not responsible for delays, disruptions or cancellations of flights booked direct with an airline or via an agent. No shows or delays to travel due to flights not booked by GSR may be subject to clause 4 'Guest Cancellation'.

### 3. Amendments

An amendment is:

- a change to an existing booking with the same fare type (for example changing the date of travel for an **Everyday fare** on the Indian Pacific to another travel date on an Everyday fare on the Indian Pacific);
- one or more name changes on a booking, however at least one guest from the original confirmed booking must remain on the amended booking. If all guests are removed from a booking, then this is a cancellation.
- When a booking is changed to a different rail fare, special offer or holiday package, the change will be treated as a Cancellation, in which case Section 4 of this document will apply.

#### The Ghan and Indian Pacific - Amendment Rules

- Amendments of an **Everyday or Everyday Saver** guest booking in Gold or Platinum Service cannot be made less than fourteen (14) days prior to the date of travel and may incur amendment fees from any third parties who are supplying components of the booking (for example hotels or tour providers).
- A request to reduce the number of guests travelling or the components of the holiday/ rail package will incur a cancellation fee.
- A request to amend the booking to increase the number of guests travelling or the number of components of the holiday/rail package will not incur an amendment fee but will require the payment of the additional fare/s.
- Amendment of an **Advance Purchase fare** booked in Gold Service can be made to travel dates if the change is greater than 6 months prior to the new proposed departure date, subject to Advance Purchase fare type availability.
- **Special Offer Fares** amendments of a confirmed booking are not permitted.
- Amendment of a confirmed **Holiday Package booking** (including rail and accommodation/touring together) will result in you incurring an amendment fee of \$50 per person per travel sector, in addition to any costs charged by operators, and cannot be made less than 14 days prior to the date of travel.
- Amendment to a change of travel direction can only be made to fares where amendments are allowed. Change may result in paying the fare difference between the applicable travel direction and the new travel direction and fare.
- An amendment to a confirmed booking cannot extend the date of travel beyond 12 months from the original travel date.

#### The Overland - Amendment Rules

Amendments of an **Everyday or Pension Saver fare** booked on all services on The Overland can be made up to 1 day before departure at no fee but only for travel within 6 months of original travel date.

- Amendments of The Overland **ReadyRail fares**, one amendment only to travel dates is allowed greater than 30 days prior to departure, subject to availability and at a \$20 amendment fee per leg.
- Change to another fare type of greater value will result in paying the difference between the booked fare and applicable fare.
- Amendments of The Overland **Red Premium ReadyRail fares**, one amendment only to travel dates is allowed greater than 30 days prior to departure, subject to availability and at a \$20 amendment fee per leg.
- Irrespective of whether the change is greater or less than 6 months prior to departure, change to another fare type of greater value will result in the guest being required to pay the difference between the booked fare and the new applicable fare.

### 4. Guest Cancellation

A cancellation arising from the actions of a customer, through no fault of GSR, is considered a 'Guest Cancellation', and is covered in this section. A cancellation arising from the actions of GSR or another entity other than the customer is considered a 'Service Disruption', and covered in Section 5.

In the event of Guest Cancellation, no refund of any amount paid will be made to you, except as specifically set out below. Also, if you request to change a confirmed travel booking to a different rail fare, special offer or holiday package this may be treated as a cancellation depending on the booking conditions related to the original booked fare.

#### The Ghan & Indian Pacific Cancellation

##### Everyday and Everyday Saver Cancellation Rules

| Timing of guest Cancellation                                   | Refund Available   |
|--|--|
| Within 14 days of booking (unless within 45 days of departure) | Full refund of all amounts paid                                  |
| More than 91 days prior to departure                           | Full refund of all amounts paid less \$50 per person service fee |
| Between 90 – 46 days to departure                              | Loss of deposit  |
| Between 45 days before departure or any time after departure   | 100% cancellation fees apply                                     |

\*A 'rail sector' is defined as: on The Ghan as being Adelaide to Alice Springs or vice versa (vv), or Alice Springs to Darwin or vv; on the Indian Pacific as being Sydney to Adelaide or vv, or Adelaide to Perth or vv. For example, this means Sydney to Perth (or vv) counts as two rail sectors.

### Advance Purchase rail only & Special Offers rail only Cancellation Rules

| Timing of guest Cancellation                                   | Refund Available                |
|--|---------------------------------|
| Within 14 days of booking (unless within 45 days of departure) | Full refund of all amounts paid |
| More than 14 days after booking or any time after departure    | 100% cancellation fees apply    |

### Advance Purchase Holiday Package & Special Offer Holiday Package Cancellation Rules

| Timing of guest Cancellation                                    | Refund Available                |
|---|---------------------------------|
| Within 14 days of booking (unless within 45 days of departure)  | Full refund of all amounts paid |
| More than 6 months before departure                             | Loss of deposit                 |
| Less than 6 months before departure or any time after departure | 100% cancellation fees apply    |

### The Overland Everyday & Pension Saver Fares Cancellation Rules

| Timing of guest Cancellation                 | Refund Available                                 |
|--|--|
| More than 14 days before departure           | Full refund of all amounts invoiced / paid       |
| 14 – 7 days before departure                 | Amount invoiced / paid less 50% of booking value |
| 6-1 days before departure                    | Amounts invoiced/ paid less 75% of booking value |
| Day of departure or any time after departure | No Refund  |

### The Overland ReadyRail Fares

**ReadyRail Fares** are non-refundable at any time in the event of a Guest Cancellation.

### The Overland Red Premium ReadyRail Saver Fares

**Red Premium Readyrail Saver Fares** are non-refundable at any time in the event of a Guest Cancellation.

### Special Offer Fares

Special fares and offers may have different conditions, including in respect of refunds available in the event of Guest Cancellation. These will be advised at the time of booking.

### Unused Bookings

If on the day of departure, through no fault of GSR, you fail to board your scheduled service, this will be considered a Guest Cancellation of the missed rail sectors of that journey and no refund will be provided for those rail sectors.

GSR may also cancel any onward or return bookings in your name and may also allocate your seat or room to someone else without further notice to you.

### Accommodation and Tours

Individual accommodation or tour operator payment terms and cancellation conditions may vary from those stipulated by GSR.

In this event the individual operator's conditions will be advised at time of booking and apply accordingly to your booking.

## 5. Service Disruptions

A Service Disruption is:

- a full or partial rail journey cancellation arising from the actions of GSR or another entity, or from Force Majeure;
- a major change in a booked rail journey which occurs due to the actions of GSR or another entity, other than you.

## 6. Refunds & Substitute Services Policy

If during your travel you decide not to complete all components of your booked journey, this will be treated as a Guest Cancellation, and unused trip/holiday/package components are not refundable except as might be provided for under a Non-Excludable Term. Subject only to any Non-Excludable Terms, no refunds will be payable in connection with airline, cruise or connecting non-GSR train delays, unused services, or acts beyond the control of GSR.

### Service Cancellation Prior to Departure

If a rail service is cancelled by GSR prior to the customer departing on the initial GSR rail sector on their journey, for any reason, then, in addition to any remedies available under any Non-Excludable Terms, GSR will provide the option to:

- rebook an alternate rail service of the same value, in lieu of any refund; or
- if the customer agrees at the time and in lieu of any refund, to travel on an alternative non-rail holiday package of similar value, that gets them to their original end destination as originally scheduled, where available; or
- receive a full refund of the fare paid to GSR.

### Minor Service Disruption During Your Rail Journey

A Minor Service Disruption is:

- a) A complete halt to your itinerary where the train is unable to continue its journey and GSR is unable to continue your journey except by way of coach rides of less than 8 hours; or
- b) Where we have the ability to accommodate you on alternative transport for the rest of your journey, but your itinerary is delayed no more than 24 hours. When a rail service is disrupted or cancelled after the guest has commenced on their GSR rail journey (the train has departed the station on the initial sector of their journey), GSR will endeavour to provide continuity of service (by some other means of transport if required) to our guests' end destination within 24 hours of your scheduled arrival, without refund. In addition to any remedies available under any Non-Excludable Terms, GSR will use its reasonable endeavours to provide the following options (without refund), where available:

- a) Reroute the Guest to the next stopover or destination on the Guest's Ticket by any form of transport, at no additional cost to the Guest; or
- b) Carry the Guest on another scheduled train service on which space is available; or
- c) Give the guest the option to travel on an alternative non-rail holiday package of similar value that gets them to their original end destination as originally scheduled.

### Major Service Disruption During Your Rail Journey

A Major Service Disruption is:

- a) A complete halt to your itinerary where the train is unable to continue its journey and GSR is unable to continue your journey except by way of coach rides of greater than 8 hours; or
- b) Where we have the ability to accommodate you on alternative transport for the rest of your journey, but your itinerary is delayed more than 24 hours. In addition to any remedies available under any Non-Excludable Terms, GSR will use its reasonable endeavours to provide the following options, where available:
  - a) Reroute the Guest to the next stopover or destination on the Guest's Ticket by any form of transport, at no additional cost to the Guest and without refund; or
  - b) Carry the Guest on another scheduled train service on which space is available without refund; or
  - c) Give the guest the option to travel on an alternative non-rail holiday package of similar value without refund, that gets them to their original end destination as originally scheduled; or
  - d) Give the Guest the option to cease their journey, and provide a pro rata refund of the distance not travelled.

### Refund Payment

Subject to any Non-Excludable Terms, when a refund is to be provided by GSR, this will be:

- a) If no part of the ticket has been used – an amount equal to the fare paid to GSR; or
- b) If part of the ticket is used, the difference between the fare paid and the fare for the part of the ticket used. The refund will be paid to the person who paid for the ticket or to the person named on the ticket. If a booking was made through a Travel Agent, any refund will be returned to that Travel Agent for their payment to the Guest. It must be noted that Travel Agents may have fees or commissions that need to be deducted from the amount GSR refunds which may mean the amount received by the guest may be different from the amount they paid for their booking. GSR is not liable to refund the commission or margin the agent has earned. Subject only to any Non-Excludable Terms, GSR cannot make exceptions for guests booked through travel agents by refunding them directly, even in the event of a Service Disruption. In such an event, guests will need to contact their travel agents' helpline or customer service hotline, or organise the refund with the travel agent at a later time.

### Off Train Excursions (OTEs)

Minimum numbers may apply to some OTEs. The content of OTEs is subject to change without notice. All arrangements are subject to cancellation or modification due to inclement

weather, late running of train or other unforeseen circumstances. Refunds will not be given for cancelled or modified excursions.

Fares are quoted in Australian dollars and include GST. All fares are subject to change without notice.

GSR does not own, operate or control OTEs. To the extent permitted by law, GSR is not responsible for any injury, death, loss, accident, delay or irregularity whatsoever or expenses incurred resulting from a third party supplier's acts or omissions.

The travel services provided by these suppliers are subject to the conditions imposed by the suppliers and their liability may be limited by their tariffs, conditions of carriage, and agreements.

## 7. Travel Insurance

GSR's Train journeys carry guests to and through remote parts of Australia. This sometimes means that unexpected events can occur that are outside the control of GSR, for example severe weather events, flash flooding, bushfires, remote location medical evacuations. These events can interrupt the journey being undertaken. GSR strongly suggests that Guests take out travel insurance before leaving home to cover incidents including but not limited to:

- a) Cancellations of travel arrangements due to unforeseen circumstances (for example, a bushfire that causes a re-routing of an in-transit train journey to ensure guest safety but results in a later arrival time or forces a journey to end prior to reaching the scheduled destination point either of which may mean that the guest's onward travel arrangements cannot be met);
- b) Additional expenses for disrupted travel arrangements;
- c) Damaged and/or lost luggage and personal effects;
- d) Accidental death;
- e) Rental vehicle excess cover;
- f) Personal liability;
- g) Medical or health related matters.

## 8. Fitness for Travel

### *Introduction*

GSR seeks to ensure that its guests are able to experience unique areas of Australia. This means GSR travels to areas that may not have the infrastructure support that may generally be found in urban areas. This can mean that guests with fitness and/or mobility issues are unable to experience some aspects of our journeys and in some instances may not be able to journey at all.

### *Obligation to Inform*

You must ensure that you are medically and physically fit for travel, and that such travel will not endanger yourself or anyone else. At the time of booking (or as soon as possible after booking), please advise GSR if you have any medical or physical condition that will or may require medical attention, medication or special treatment during your rail holiday. GSR may also ask you to complete a health questionnaire. If a guest has a condition that GSR decides may significantly affect the enjoyment, health or safety of themselves or any other

person on board, GSR can refuse or cancel a booking. Such decisions will be made giving reasonable consideration to your circumstances and GSR will advise you of its decision as soon as possible. Where your booking is cancelled and you have provided GSR with a completed health questionnaire with all relevant information about your condition, you will be entitled to a full refund. Guests with restricted or limited mobility and those with medical conditions must be self-sufficient or travel with a carer or someone who can assist with day-to-day activities. Our on board team will not act as personal carers. Dependent on weight and dimensions, some mobility scooters may be used on our trains subject to availability of special access cabins and the size of the scooter is approved by GSR to be used on train.

In addition, guest wheelchairs are not able to be used on board the train, however GSR can provide a specially sized wheelchair to assist guests on board, subject to availability of special access cabins.

### *Requirement for a Medical Certificate*

If your fitness to travel may be in doubt as a result of recent illness, surgery, injury, medical treatment or an existing medical condition which may require treatment or assistance on board (including but not limited to additional oxygen, wheelchairs, assistance to use the bathrooms, assistance to get in or out of bed, medication administered via a needle other than well-managed diabetes) you must;

- (i) provide GSR with an up-to-date certificate from your doctor no later than 14 days prior to departure certifying that you are fit to travel; and
- (ii) be accompanied by another passenger who is able to provide you with all appropriate assistance you may need (our staff cannot provide such assistance). GSR may refuse you carriage (and, subject only to any Non-Excludable Terms, no refund or compensation shall be paid to you) if you have not provided the applicable certificate and/or are not accompanied by a suitable guest. Guests who are pregnant and have reached the 30<sup>th</sup> week of the pregnancy and/or have a complicated or multiple pregnancy must also provide a certificate from a registered/ licensed medical practitioner to confirm the guest is fit to travel.

## 9. Health

### *Refusal to confirm or permit boarding*

GSR may refuse to confirm the Guest's reservation, boarding or remove the Guest from a GSR Train, without any liability on its part (subject only to any Non-Excludable Terms) if, in GSR's opinion:

- a) The Guest suffers from any illness, injury, disease or other medical condition which makes travel unsafe for the Guest, other Guests or employees;
- b) The Guest is pregnant and has reached the 30<sup>th</sup> week of the pregnancy (an "advanced" pregnancy);
- c) The Guest has complicated or multiple pregnancy;
- d) The Guest has not complied with GSR medical requirements regarding either a recent or on-going medical condition;
- e) The Guest's mental or physical state is a danger or risk to the Guest, GSR Trains or any other Guests on board;

- f) Permitting the Guest to board GSR Trains and travel may put the Guest's safety or health in danger or at risk;
- g) Permitting the Guest to board GSR Trains and travel may put other Guests and employee's safety or health in danger or at risk;
- h) The guest failed to inform GSR of their medical condition;
- i) The guest fails to follow the reasonable instruction of a GSR Team Member.

### *No Smoking Policy*

All GSR Trains are entirely smoke free in accordance with relevant state government regulations. This includes the use of e-cigarettes.

### *No Liability*

If the Guest suffers from any illness, disease or other condition or has an advanced, complicated or multiple pregnancy and the Guest fails to advise GSR of these circumstances, then, subject only to any Non-Excludable Terms, GSR accepts no liability for death or personal injury or any other consequences arising from these medical conditions which occur during the Guest's journey with GSR.

### *Guide Dogs*

If the Guest is sight or hearing impaired, the fare paid to travel on a GSR Train will include carriage of a guide dog (to be provided by the Guest) provided that:

- a) The Guest notifies GSR, when making a reservation, of the requirement for carriage of a guide dog on the GSR Train; and
- b) Upon request by GSR, the Guest makes available for inspection by GSR, the guide dog's health and vaccination certificates, and all other documents required by any applicable law, regulation, or order.

### *Companion Card Holders*

If a Guest who is an eligible Companion Card holder is booking travel on **The Overland Red Standard** service, their companion will travel for free for this journey.

If a Guest who is an eligible Companion Card holder is booking travel on The Ghan or Indian Pacific, their companion will travel at a fare no greater than the fare paid by that Companion Card holder, regardless of their own eligibility for this fare type. The companion must be fit to complete the duties of a travel carer (able to assist with personal care, lifting, manoeuvring an onboard pushchair or other assistance as required).

The Companion Card must be presented at the time of boarding.

## 10. Warranties, exclusions and limitation of liability

Except as expressly set out in this document, and to the extent permissible by law (but without limiting the operation of any non-excludable laws or regulations), GSR 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 GSR's negligence in any way whatsoever, including delay, or any

inaccuracy with respect to information relating to transport, Services or pricing. To the extent that the Services, or any component part of the Services, are supplied to the Guest by a third party, any warranty offered by GSR in relation to the Services or component part of the Services will be limited to GSR's right of redress (if any) against the third party supplier arising out of any alleged fault/defect in the Services, subject only to any Non-Excludable Terms.

Any remedies offered in this document are in addition to all other non-excludable rights and remedies which guests may have under the Australian Consumer Law, and any other applicable laws.

To the extent permitted by law, the liability of GSR for any non-excludable term, condition, guarantee or warranty applicable under the Australian Consumer Law or its equivalents is limited to (at the option of GSR):

- 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.

## 11. Tickets and Seating

### *Cabin or Seating Allocation*

GSR will allocate seats/cabins prior to your scheduled departure date. GSR will do its best to accommodate requests, but unfortunately GSR can't guarantee it will be able to accommodate all requests made, for example approximately half of all cabins are forward-facing. If more than 50% of guests request a forward-facing cabin, then some of these requests cannot possibly be met. Guests can find their seating/ cabin allocation when they check in at their departure terminal.

### *Check-In*

The Guest should confirm with GSR the departure time of the GSR train they are traveling on, and ensure that they check-in sufficiently in advance of the scheduled departure time to complete all formalities. GSR check-in opens 2.5 hours prior to departure, and closes 1 hour prior to departure.

The Guest must not board a GSR Train without first checking-in with the GSR representative/employee at the applicable place of boarding. Photo identification must be shown to the GSR Team Member or authorised agent who is completing the Guest's check-in prior to boarding.

### *No Guarantee*

Subject only to any Non-Excludable Terms, GSR does not guarantee any particular cabin/seat to any Guest.

Should GSR be unable to accommodate a Guest in the service level purchased, this will be considered a Major Service Disruption and dealt with in accordance with Clause 6.

If a guest chooses to cancel due to not receiving their preferred cabin/seating allocation, this will be treated as a Guest Cancellation and dealt with in accordance with Clause 4.

### *Lost, Stolen or Damaged Tickets*

- a) GSR tickets are called 'Travel Documents'.
- b) In the event that a guest loses their Travel Documents, replacement documents will be issued upon the appropriate identification of the person requesting the document.

## 12. Luggage

### *Cabin Luggage*

GSR recommends you take the following luggage on board:

- a) Platinum Service Twin and Double Cabins – one piece of hand luggage plus a garment bag and/or briefcase per person;
- b) Gold Service Single Cabin – one piece of hand luggage plus a garment bag, cabin bag or briefcase per person;
- c) Gold Service Single Cabin – one piece of hand luggage plus a garment bag, cabin bag (105 cm/41 inches – linear measurement) or briefcase;
- d) The Overland, all classes – cabin bag (105 cm/41 inches – linear measurement/maximum 10 kg weight). Occupational Health and Safety legislation provides guidelines outlining the safe weight that can be lifted by GSR staff. GSR appreciates the Guest's cooperation.

### *Checked Luggage*

**Platinum Service** (per person) 3 x 30 kg

**Gold Service** (per person) 2 x 30 kg

**Overland Red Premium** (per person) 2 x 30 kg + 1 x 10 kg

**Overland Red Service** (per person) 2 x 20 kg

Luggage check-in opens 2.5 hours prior to departure and closes 60 minutes prior to departure. Checked luggage cannot be accessed during the journey. 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 and livestock will not be carried, except guide dogs.

Checked luggage must not contain (and, subject only to any Non-Excludable Terms, GSR shall have no liability for) any fragile or perishable articles, cash money, jewellery, precious metals or other valuables. GSR will accept the carriage of your luggage subject to any applicable laws and regulations and subject to:

- a) The luggage not being excessively heavy, bulky, dangerous, inadequately packed, in a defective state or otherwise unsuitable for carriage;
- b) Luggage being correctly labelled with your name, destination address and contact phone number both inside and outside the bag;
- c) You are accompanying your luggage on the train.

Subject only to any Non-Excludable Terms, GSR accepts no liability for any and all luggage (and their contents) brought or checked on board our trains.

### *Prohibited Items*

Under no circumstances are Guests permitted to carry the following items as either Cabin Luggage, Checked Luggage or on their person:

- a) Knives, weapons and firearms of any type;
- b) Items that may become or are dangerous, such as compressed gases, corrosives (such as wet seal batteries, items containing mercury, bleaches, acids and alkalis),

- explosives (including fireworks and flares), flammables (such as hydrogen peroxide), poisons (such as pesticides and herbicides), radioactive material;
- c) Items prohibited by an applicable law, regulation or order;
- d) Furniture and household goods; and
- e) Animals (with the exception of guide dogs).

### *Excess Luggage*

All luggage must comply with applicable size and weight restrictions permissible for each class of travel set out in this clause. If you are travelling with more luggage than allocated to your service level, GSR may, where capacity allows and at our discretion, allow this to be checked as excess luggage. Standard prices for excess luggage are available on application.

### *Accepted Non-Luggage Items*

Subject to available space, guests may travel with non-luggage items that do not exceed a maximum of 2.7 metres in length and/or 30 kg in weight and comply with the following lists:

#### Accepted Non-Luggage Items

Baby Safety Capsules (No Charge)

Fold Up Cots (max 30 kg) (No Charge)

Prams/Strollers (collapsed) (No Charge)

Child Restraint Car Seats (No Charge)

*The following items will incur an excess luggage charge of*

*\$50 per item and should be advised at the time of booking:*

Candy Striped Bags (in good condition)

Sleeping Bags

Small Camping and Sporting Equipment items

Bicycles (panniers must be removed. If the panniers are

packed, they will be weighed and counted as part of the guest

luggage allocation. This may mean that an excess luggage

charge is applicable for these items.)

Boogie Boards

Canoes

Fishing Rods and other Sporting Equipment

Golf Bags

Sailboards

Surf Skis

Tents

#### Not Accepted Items

All Household Goods (TVs, refrigerators etc.)

Birds or Animals

Dangerous Goods

Firearms

Fresh Fruit & Vegetables

Alcohol Beverages (on The Overland)

Fragile or Perishable Goods

Freight

Furniture

Garbage/Plastic Bags

Hessian Bags

Eskies

Tea Chests

Mobility Scooters and Gophers that weigh

over 80 kg (unless

they can be dismantled and no piece weighs more than 30 kg)

Items not specifically listed above will be

considered on a case-by-case basis. GSR

reserves the right to refuse to carry any

non-luggage item not specifically listed as

acceptable above,

at its sole discretion.

### *Searches*

If GSR has reasonable cause to believe that the Guest is carrying a prohibited item either in their luggage or on their person, GSR, government and authorised officers may, subject to applicable laws, search or inspect the Guest's luggage and/or require the Guest to submit to clothing and/or body searches.

#### ***Consequences of Carrying Prohibited Items***

If the Guest, upon request by GSR, or government or authorised officers, refuses to submit to a search, or if prohibited items are found as a result of a search, GSR may refuse to carry the Guest and the Guest's luggage and may deliver the luggage to government-authorised officers or dispose of any prohibited item without notice to the Guest. In such a circumstance, the Guest will also not receive a refund, subject only to any Non-Excludable Terms.

#### ***Luggage Receipt***

- a) A luggage receipt will be issued to the Guest at check-in for any Checked Luggage.
- b) Subject only to any Non-Excludable Terms, GSR does not accept any liability for luggage which is lost, stolen or damaged as a result of a person other than the Guest collecting the Guest's luggage.
- c) If the Guest claims that GSR is in possession of luggage belonging to the Guest but does not have a luggage receipt, GSR will release that luggage to the Guest only on:
  - i) Proof of identity and entitlement to the luggage;
  - ii) The Guest indemnifying GSR in writing against any loss, damage or expense incurred as a result of that release; and
  - iii) The Guest's compliance with any other applicable directions given by GSR in relation to that luggage.

#### ***Luggage Collection***

- a) Subject to this clause, checked luggage is available for collection as soon as possible at the end of the Guest's journey.
- b) Any checked luggage not collected or cabin luggage left on a GSR Train which remains unclaimed for 30 days after completion of the journey, may be sold or otherwise disposed of by GSR without further notice to the Guest and without the incurring of liability on the part of GSR.
- c) Subject only to any Non-Excludable Terms, GSR is not liable for any loss or damage suffered by the Guest as a result of leaving luggage on a GSR Train upon disembarkation.

## **13. Timetables and Schedules**

#### ***Departure and Arrival Times***

GSR does not guarantee departure or arrival times or the operation of any service, although GSR will endeavour to run all services as scheduled on time. GSR does not own any of the tracks our journeys run on, and as such are subject to their operational delays from time to time.

#### ***Acknowledgement by Guest***

The Guest acknowledges that GSR does not and cannot guarantee (subject only to any Non-Excludable Terms) that timetables and schedules are accurate and the Guest must

check departure and arrival times with GSR on the day of travel.

#### ***No Guarantee of Carriage***

GSR will use its best efforts to carry the Guest and the Guest's luggage reasonably and for the duration of the journey specified on the Guest's Ticket, but, subject only to any Non-Excludable Terms, does not guarantee that it will be able to do so. In the event the Guest is unable to be carried through no fault of the Guest, this will be considered a Service Disruption, in which case Section 6 of this document will apply.

#### ***No Liability for Other Carriers***

Subject only to any Non-Excludable Terms, GSR 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 GSR journey.

#### ***Recommended Connection Time***

From time to time, GSR's rail services may be disrupted or cancelled due to operational issues outside GSR's control.

It is recommended that guests allow at least a 4 hour buffer (and preferably longer) between the scheduled departure and arrival times of their booked rail journey and other onward travel plans. If the next component (or previous component) of a guest's journey is an international flight or a cruise, overnight accommodation is recommended.

## **14. Personal Information**

- a) The Guest acknowledges and agrees that GSR may collect, hold, use and disclose the Guest's personal information:
  - i) To provide services to the Guest, including answering queries, providing requested information regarding travel options, packages and other activities, arranging and making reservations for travel, packages and activities on behalf of the Guest, invoicing the Guest for confirmed travel arrangements, and completing related transactions;
  - ii) To provide the Guest with updates and other information about travel options, packages and other activities that can be booked through GSR, and other information about the goods, services and activities offered by GSR or third parties. The Guest may notify GSR at any time if they do not wish to receive this information;
  - iii) For administrative purposes and all other purposes reasonably associated with GSR's business; and
  - iv) As required or authorised by law.
- b) The Guest acknowledges and agrees that GSR may disclose the Guest's personal information:
  - i) To third parties for the purpose of processing and making reservations for the Guest's right to travel on a GSR train, accommodation and activity arrangements and to facilitate other transactions in relation to those arrangements (including without limitation disclosing the Guest's information to accommodation and activity providers and other carriers who will be providing the Guest with goods or services in relation to the Guest's travel plans); and
  - ii) To agents, contractors and service providers who act on GSR's behalf or who provide goods or services to GSR

- (the identity of which may change from time to time). Your personal information may be disclosed between GSR and any of its related bodies corporate.
- c) The Guest may seek access to any personal information that GSR holds about the Guest at any time (although some requests may be denied in certain circumstances). GSR will correct any information that GSR considers is inaccurate, incomplete or out-of-date.
- d) It is important that GSR collects the information it requires about the Guest. Without this information, GSR may not be able to provide the Guest with travel and accommodation information and reservation services.
- e) Full details of GSR's privacy practices and regarding personal information are contained in GSR's Privacy Policy, To request access to any personal information that GSR holds about the Guest, to request a copy of GSR's Privacy Policy or to enquire generally about privacy matters, please write to GSR's Privacy Officer at the following address:  
The Privacy Officer  
Finance Department  
Great Southern Rail  
PO Box 445  
Marlestone Business Centre SA 5033  
Email: [privacyofficer@gsr.com.au](mailto:privacyofficer@gsr.com.au)

## **15. Miscellaneous**

#### ***Taxes***

All fares are inclusive of Government taxes and charges applying at the date of reservation. GSR reserves the right to increase or decrease the fares prior to travel to reflect any changes to Government taxes and charges after reservation.

#### ***Severability***

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

#### ***Waiver***

A provision of the Booking and Travel Conditions may not be waived except in writing signed by GSR.

#### ***No Variation***

No employee of GSR or other person is authorised to vary the Booking and Travel Conditions.

#### ***Food On Board GSR Trains***

You may take on board a reasonable quantity of food for personal consumption during a journey as long as it conforms to the requirements set out below:

- It is prohibited to take on board food that:
- (i) Contravenes health or quarantine regulations;
  - (ii) Needs preparation, cooking or reheating;
  - (iii) May perish during the course of the journey;
  - (iv) Could cause offence to others by way of its appearance or smell;
  - (v) Could stain or damage carriage furniture;
  - (vi) May pose a risk to health of staff or other guests;
  - (vii) Does require refrigeration.

#### ***Food On-Board The Overland***

a) Hot water will not be made available to the Guest to make up a food item which is available for purchase on board (for

example tea bags, noodles, soup).

b) Rigid food carriers (for example picnic hampers and coolers) are not permitted on board and must travel in the luggage van, providing they comply with GSR's luggage terms and conditions.

c) The food service carriage of the train is reserved for those purchasing food on board. The Guest may not consume their own food or beverages in this carriage.

d) Alcohol cannot be taken on board for consumption.

Permission to carry any alcohol must be sought from GSR and permission will only be granted in exceptional circumstances. The Guest must comply with all directions of onboard staff in regards to all matters pertaining to these requirements. These requirements may be subject to revision, and GSR recommends that you review them prior to travel.

### *Motorail*

Accompanied Motorail bookings are subject to the same booking, payment, cancellation and amendment Terms & Conditions as for the guest fare type booked.

Unaccompanied Motorail bookings are unable to be refunded in instances of Guest Cancellation, require full payment at the time of booking and can only be made within 30 days of departure.

The full Motorail Conditions of Carriage may be obtained from your booking agent or any office of GSR upon request and can also be found on GSR's website at [www.greatsouthernrail.com.au](http://www.greatsouthernrail.com.au)

### *General*

Certain laws such as the Australian Competition and Consumer Act 2010 (Cth) and any applicable Australian state based consumer legislation (from here known as 'consumer laws') are in place for your protection. They are designed to ensure our services are provided with due care and skill, and are presented fit for a rail holiday. These Booking and Travel Conditions do not alter any non-excludable guarantees, warranties, remedies and conditions (Non-Excludable Terms) given to you by consumer laws. The Terms and Conditions are governed by the law applicable in the State of South Australia and each party submits to the exclusive jurisdiction of the courts of that State, regardless of where a ticket may be issued.

Any questions regarding any of our products, these conditions or general enquires, contact the GSR Travel Centre on 13 21 47.