

TERMS AND CONDITIONS

1. GENERAL

These terms & conditions are a summary of our main terms & conditions which are fully outlined on the Journey Beyond Rail Expeditions (JBRE) website. To view our full terms & conditions visit: journeybeyondrail.com.au

Prices in this brochure are valid as of July 15, 2019, for travel 01 April 2020 to 31 March 2021. All train travel, trip/holiday package, accommodation, day tour or overnight tour prices are quoted in **Australian dollars** inclusive of GST. Fares, packages and prices in this brochure are subject to change without notice prior to booking. If a guest has booked a rail journey that includes flights, hotel accommodation, car hire or touring, these components will not be booked until a booking deposit is received.

2. BOOKINGS AND PAYMENT TERMS & CONDITIONS

DEPOSITS

For **Gold Everyday** and **Everyday Saver** fares the booking deposit will be \$500.00 per person rail journey.

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

For **Advance Purchase Holiday Package** fares the booking deposit will be \$1000.00 per person per rail journey.

For **Platinum Everyday** fares the booking deposit will be \$1000.00 per person per rail journey.

All amounts payable per fare type must be received by JBRE within 14 days of the booking being made.

(A **rail journey** is defined as: The Ghan, Adelaide to Alice Springs or vice versa (vv), Alice Springs to Darwin or vv, or Adelaide to Darwin vv; on the Indian Pacific, Sydney to Adelaide or vv, Adelaide to Perth or vv, or Sydney to Perth or vv; on the Great Southern, Adelaide to Brisbane or vv.)

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.

PAYMENT DUE

The full balance of payment will be due at **45 days** prior to the date of travel. (Unless booking conditions state otherwise, such as special offers, third party supplier conditions.) For bookings made at 45 days or less prior to travel, full payment is required at the time of booking. If payment is not received, the booking will be cancelled.

For Advance Purchase Holiday Packages full payment is required **six months** prior to the travel date.

SINGLE SUPPLEMENT

A single supplement will be applied when a guest occupies a twin or double cabin on their own. Single Supplement on Holiday Packages will be applied and advised at the time of booking.

BOOKING CONFIRMATIONS

Components of Holiday Packages may not be confirmed immediately at the time of booking and may be placed 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.

3. CONFIRMED BOOKINGS FOR TRAVEL

The guest will only be permitted to travel on a JBRE 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 a 'Travel Right'.

HOLIDAY PACKAGES

JBRE 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 (for example 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 JBRE. Any additional terms will be outlined at the time of booking your JBRE Holiday Package.

4. AMENDMENTS

Amendments of an **Everyday** or **Everyday Saver** guest booking 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).

- **Advance Purchase** amendments cannot be made less than fourteen (14) days prior to travel date and 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.
- Special Offer Fares amendments of a confirmed booking are not permitted.
- 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 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 journey, in addition to any costs charged by operators, and cannot be made less than fourteen (14) days prior to the date of travel.
- An amendment to a confirmed booking cannot extend the date of travel beyond twelve (12) months from the original travel date.

5. GUEST CANCELLATION

A cancellation arising from the actions of a guest, through no fault of JBRE, is considered a 'Guest Cancellation', and is covered in this section. A cancellation arising from the actions of JBRE or another entity other than the customer is considered a 'Service Disruption' and covered in Section 6.

Everyday and Everyday Saver Cancellation Rules (rail only & holiday packages)

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

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	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	100% cancellation fees apply

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. Refunds made will be at the discretion of JBRE management and/or third party suppliers.

SERVICE CANCELLATION PRIOR TO DEPARTURE

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

SERVICE DISRUPTIONS

A Service Disruption is:

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

SERVICE DISRUPTION DURING YOUR RAIL JOURNEY

When a rail service has a minor/major disruption or is cancelled after the guest has commenced their JBRE rail journey (the train has departed the station on the initial sector of their journey), JBRE 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, JBRE 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; 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 JBRE, this will be:

- a) If no part of the booking has been used – an amount equal to the amount paid to JBRE; or
- b) If part of the booking has been travelled, the difference between the booking amount and the components used. The refund will be paid to the person who paid for the booking or to the lead 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.

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.

7. TRAVEL INSURANCE

It is highly recommended that travel insurance is taken out when travelling on JBRE's Train journeys. Your journey travels through remote parts of Australia, this sometimes means that unexpected events can occur that are outside the control of JBRE, for example severe weather events, flash flooding, bushfires, remote location medical evacuations. These events can interrupt the journey being undertaken.

8. FITNESS FOR TRAVEL

JBRE seeks to ensure that its guests are able to experience unique areas of Australia. This means JBRE travels to areas that may not have the infrastructure support that may generally be found in urban areas. This can mean that guests with **medical conditions, 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 JBRE if you have any medical or physical condition that will or may require medical attention, medication or special treatment during your rail holiday. 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.

NO SMOKING POLICY

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

9. 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), 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.

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 JBRE in relation to the Services or component part of the Services will be limited to JBRE'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.

10. TICKETS

CABIN ALLOCATION

JBRE will allocate cabins prior to your scheduled departure date. JBRE will do its best to accommodate requests, but unfortunately JBRE cannot guarantee it will be able to accommodate all requests made.

CHECK-IN

JBRE check-in opens 2.5 hours prior to departure and closes 60 minutes prior to departure. The guest must not board a JBRE Train without first checking-in with the JBRE representative/employee at the applicable place of boarding. Photo identification must be shown to the JBRE 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, JBRE does not guarantee any particular cabin to any guest. Should JBRE 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 allocation, this will be treated as a Guest Cancellation and dealt with in accordance with Clause 5.

LOST, STOLEN OR DAMAGED TICKETS

- a) JBRE 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.

11. LUGGAGE

Visit our website for full terms & conditions on permissible luggage requirements per fare class.

CABIN LUGGAGE

JBRE recommends you take the following luggage on board:

– one piece of hand luggage plus a garment bag and/or briefcase per person.

CHECKED LUGGAGE

Platinum Service (per person) 3 x 30 kg

Gold Service (per person) 2 x 30 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.

SEARCHES

If JBRE has reasonable cause to believe that the guest is carrying a prohibited item either in their luggage or on their person, JBRE, 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.

12. TIMETABLES AND SCHEDULES

DEPARTURE AND ARRIVAL TIMES

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

NO LIABILITY FOR OTHER CARRIERS

Subject only to any Non-Excludable Terms, 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.

RECOMMENDED CONNECTION TIME

From time to time, JBRE's rail services may be disrupted or cancelled due to operational issues outside JBRE's control. It is recommended that guests allow at least a four 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.

13. MISCELLANEOUS

WAIVER

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

NO VARIATION

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

Images in this brochure are indicative only and may not reflect the exact experience or destination.

For full Terms & Conditions visit journeybeyondrail.com.au