



THE GHAN



INDIAN PACIFIC



GREAT SOUTHERN



THE OVERLAND

# TERMS & CONDITIONS

## TRAVEL PERIOD 1 JANUARY 2024 – 31 DECEMBER 2024

### 1. GENERAL

Prices are valid as of 02 November 2022, for travel 01 January 2024 to 31 December 2024. 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 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. 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 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, also known as level of service on board.

#### HOLIDAY PACKAGES

Journey Beyond Rail does not own, operate or control third party suppliers of services that are not included in rail fares or purchased in addition to rail travel (for example accommodation, sightseeing, tour operators, transportation companies, cruises etc). Additional conditions may apply, to be confirmed at the time of booking.

### 3. PAYMENT

This section sets out the required payment timing in relation to each category of rail journey and/or holiday package. For full details on guest amendment and cancellation rights for each category of booking, the circumstances in which bookings are refundable, and associated fees, refer to section 8 of these terms and conditions.

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

##### 'FLEXIBLE FARES' RAIL JOURNEY

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

This payment is per booking and is fully refundable up to 1 day prior to your rail journey departure.

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.

##### '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, 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

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 Twin and Gold Service Single cabins only.

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

This payment is per 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.

##### 'SAVER' FARES AND 'SUPER SAVER' FARES' RAIL JOURNEY

Saver and Super Saver fares are not available on every departure.

Fares are valid for Gold Service Twin and Gold Service Single cabins only.

For Saver and Super Saver Rail Journeys, full payment will be required at the time of booking. This payment is per 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 SAVER' FARES HOLIDAY PACKAGE

For Advance Saver Holiday Packages, you may pay the Fee in two parts:

- (1) Deposit - this payment is per booking 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 180 days prior to the date of travel. For bookings made at 180 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.

##### 'SPECIAL OFFER' FARES

For Special Offers, the Fee is paid in full at the time of booking unless stated otherwise in the Special Conditions. Special Offers may have other terms and conditions included in the Booking Confirmation.

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

#### THE OVERLAND

##### 'FLEXIBLE' FARES

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

This payment is per booking and is fully refundable up to 1 day prior to your Rail Journey Scheduled departure.

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.

##### '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 [journeybeyondrail.com.au](http://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.

### 4. BEFORE YOU CAN TRAVEL

#### CABIN ALLOCATION

Prior to your scheduled departure date, Journey Beyond Rail will allocate cabins (seats on The Overland) to you according to the service of your booking. Journey Beyond Rail 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 Journey Beyond Rail is unable to accommodate you in the service of your booking, you will receive the options set out in the clause 'Journey Beyond Rail Cancellation'. If Journey Beyond Rail 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.

## JOURNEY BEYOND

# TERMS & CONDITIONS

TRAVEL PERIOD 1 JANUARY 2024 – 31 DECEMBER 2024

## 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

Incomplete information regarding the mobility and fitness of you or your guests may mean that Journey Beyond Rail is unable to allow you or your guests to commence their train journey on the scheduled day of departure. Please contact Journey Beyond Rail if you have questions regarding you or your guests' fitness and mobility requirements.

## 5. ON THE DAY OF TRAVEL

### CHECK IN

You must check in with a Journey Beyond Rail 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 Journey Beyond Rail 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. Journey Beyond Rail reserves the right to eject any guest that fails to comply with this clause.

## 6. ON THE TRAIN

### NO SMOKING POLICY

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

### OFF TRAIN EXPERIENCES (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. OTE's are subject to change without notice and further conditions may apply.

## 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 or your change of mind, through no fault of Journey Beyond Rail – see '14 Day Change of Mind Policy' and 'Guest Cancellations' in section 8.

- (2) A cancellation by Journey Beyond Rail 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 Journey Beyond Rail – see 'Journey Beyond Rail Cancellations'.

### FORCE MAJEURE CANCELLATIONS

For all fare types, in the event of a Force Majeure Cancellation, Journey Beyond Rail will provide you with a credit note of an amount equal to the monies paid to Journey Beyond Rail 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.

### JOURNEY BEYOND RAIL CANCELLATIONS

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

- (1) travel on an alternative non-rail holiday package of similar value (where available), 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 Journey Beyond Rail under the booking; or
- (4) A credit note of an amount equal to the monies paid to Journey Beyond Rail under the booking.

### REFUND PAYMENT

Any credit note or refund payable by Journey Beyond Rail 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, Journey Beyond Rail 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 Journey Beyond Rail's cost. No refunds are payable for Service Disruptions.

## 8. GUEST AMENDMENTS, PAYMENTS AND CANCELLATIONS

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

### THE GHAN, INDIAN PACIFIC AND GREAT SOUTHERN

	FLEXIBLE	EVERYDAY & EVERYDAY HOLIDAY	ADVANCE PURCHASE	SAVER	SUPER SAVER	ADVANCE SAVER HOLIDAY
<b>Deposit</b>	Value – 100% of booking fee. Due – on booking.	Value – 25% of booking fee. Due – on booking.	Value – 100% of booking fee. Due – on booking.	Value – 100% of booking fee. Due – on booking.	Value – 100% of booking fee. Due – on booking.	Value – 25% of booking fee. Due – on booking.
<b>Final Payment</b>	–	Due – 45 days prior to departure.	–	–	–	Due – 180 days prior to departure.
<b>Guest Amendments</b>	Changes permitted up to 1 day prior to departure.	Changes permitted up to 45 days prior to departure. Fare difference may apply.	Changes permitted up to 45 days prior to departure. Fare difference may apply.	Changes permitted up to 45 days prior to departure. Fare difference may apply.	Changes not permitted.	Changes permitted up to 180 days prior to departure. Fare difference may apply.
<b>Amendment Fee</b>	No charge.	First change: FOC* Subsequent changes: \$99.00 per guest per change.	Change Fee: \$99.00 per guest per change.	Change Fee: \$99.00 per guest per change.	–	Change Fee: \$99.00 per guest per change.
<b>Guest Amendments Due to Government Imposed Restrictions</b>		45 days and under prior to original scheduled departure, amendment to travel date allowed at any time with no fee. If new travel date is not selected see 'Force Majeure Cancellations'.				
<b>14 Day Change of Mind Policy</b>	If booked more than 60 days prior to departure, eligible for a full refund provided cancellation is made within 14 days of the booking date.	If booked more than 60 days prior to departure, eligible for a full refund provided cancellation is made within 14 days of the booking date.*	If booked more than 60 days prior to departure, eligible for a full refund provided cancellation is made within 14 days of the booking date.	If booked more than 60 days prior to departure, eligible for a full refund provided cancellation is made within 14 days of the booking date.	If booked more than 60 days prior to departure, eligible for a full refund provided cancellation is made within 14 days of the booking date.	–
<b>Guest Cancellations</b>	Fully Refundable if cancelled 1 or more days prior to departure. 100% cancellation fees apply if no show or if cancelled less than 1 day 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 if cancelled more than 14 days after booking date.	25% cancellation fees apply when cancelling more than 45 days prior to departure. 100% cancellation fees apply 45 days and under prior to departure.	100% cancellation fees apply if cancelled more than 14 days after booking date.	Loss of Deposit when cancelling more than 180 days prior to departure. 100% cancellation fees apply 180 days and under prior to departure.

\*Applies to Rail Journey's only. Not applicable to Holiday Packages

# TERMS & CONDITIONS

TRAVEL PERIOD 1 JANUARY 2024 – 31 DECEMBER 2024

## THE OVERLAND

	FLEXIBLE	EVERYDAY	READY RAIL
<b>Payment</b>	Value – 100% of booking fee Due – at time of booking	Value – 100% of booking fee Due – at time of booking	Value – 100% of booking fee Due – at time of booking
<b>Guest Amendments</b>	Free of charge up to 1 day prior to departure	Free of charge up to 45 day prior to departure A request to reduce the number of guests travelling will incur any applicable cancellation fees	Nil amendments allowed
<b>Guest Cancellations</b>	Fully Refundable if cancelled 1 or more days prior to departure. 100% cancellation fees apply if no show or cancelled less than 1 day prior to departure	100% cancellation fees apply	100% cancellation fees apply

## 9. 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, Journey Beyond Rail 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 Journey Beyond Rail journey.

### WARRANTIES, EXCLUSIONS AND LIMITATION OF LIABILITY

To the extent permissible by law (and without limiting the operation of any statutory guarantee under the Australian Consumer Law), Journey Beyond Rail 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 Journey Beyond Rail'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 Journey Beyond Rail in relation to those services will be limited to Journey Beyond Rail'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 Journey Beyond Rail's control where a third-party holiday component must be substituted or amended. Journey Beyond Rail 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 Journey Beyond Rail for failure of a statutory guarantee under the Australian Consumer Law.

## 10. QANTAS POINTS

You must be a Qantas Frequent Flyer (QFF) member to earn and use Qantas Points. A joining fee usually applies, however Journey Beyond Rail guests can join for free by visiting [journeybeyondrail.com.au/qantas](http://journeybeyondrail.com.au/qantas). Membership and Qantas Points are subject to the Qantas Frequent Flyer Terms and Conditions. QFF members can earn 1 Qantas Point per AU\$1 spent on eligible bookings or redeem Qantas Points for Classic Rail Rewards on eligible rail journeys. Limited availability. Further terms and conditions apply, please visit [journeybeyondrail.com.au/qantas](http://journeybeyondrail.com.au/qantas) for full details. ^Qantas Frequent Flyers can redeem Qantas Points when booking online at [journeybeyond.com.au/book-now/](http://journeybeyond.com.au/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 Card (including VISA, MasterCard or American Express). Further terms & conditions apply, please visit [journeybeyondrail.com.au/qantas](http://journeybeyondrail.com.au/qantas) for further details.

## 11. MISCELLANEOUS

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), Journey Beyond Rail 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 Journey Beyond Rail'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 Journey Beyond Rail in relation to the Services or component part of the Services will be limited to Journey Beyond Rail'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.

## 12. 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:

- (1) Riot, war, invasion or acts of terrorism;
- (2) Requisition or compulsory acquisition by any governmental or competent authority, a material change in legislation or directions by a government authority;
- (3) Medical outbreak, or contamination of any kind;
- (4) Earthquakes, flood, fire, or other physical natural disasters; and
- (5) 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

### 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 [journeybeyondrail.com.au](http://journeybeyondrail.com.au)

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