

# TERMS & CONDITIONS

VALID 1 JANUARY 2025 – 31 DECEMBER 2026

BOOKING PERIOD FROM 22 JANUARY 2025

## BOOKING CONDITIONS – JOURNEY BEYOND RAIL

These Booking Conditions set out the terms on which you contract with us for your Journey. By making a Booking, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions. We reserve the right to change these Booking Conditions at any time prior to you making a Booking. Capitalised terms are defined at the rear of these Booking Conditions.

“You” and “your” means all persons named in a booking (including anyone who is added or substituted at a later date). “We”, “us”, “our” and “Journey Beyond Rail” means Experience Australia Group Pty Ltd (ACN 614 713 003)

### 1. BOOKINGS

A booking is confirmed (and a contract between you and us comes into effect) when:

- You have made a Booking and have provided us with all necessary information to process your request;
- You have paid us the Deposit (and any other amounts payable at the time of making the Booking) in accordance with these Booking Conditions; and
- We have sent you a Booking Confirmation.

We reserve the right to decline a Booking at our discretion. If we decline your Booking and you have made any payments to us on account of that request, then we will promptly refund amounts received by us.

We require names to be given exactly as stated in your passport or on your driver's licence (as applicable). If you do not advise the correct information and we have to re-issue airline tickets or other documentation, then you will be responsible for any fees charged by suppliers (such as airline cancellation charges or re-issue fees) in addition to our own reasonable administration fees.

### 2. OUR SERVICES

We commence providing services to you as soon as we confirm your booking. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your Journey. You also receive the benefit of work we undertake in anticipation of bookings.

#### *Our operated Journeys*

For Rail Journeys and Rail Holiday Packages, our services are limited to: (a) the arrangement and coordination of the Journey Services; and (b) the delivery of Journey Services which we directly control, operate or own.

#### *Rail Cruise Holidays*

If you have booked a Rail Cruise Holiday, please note that (a) the Cruise element is principally supplied by the relevant Cruise Operator subject to the Cruise Passage Contract; and (b) the Rail Journey or Rail Holiday Package is principally supplied by us subject to these Booking Conditions; provided that (c) the Rail Cruise Holiday Specific Conditions apply to modify the payment, amendment and cancellation terms for a Rail Cruise Holiday.

#### *Additional Services*

For any Additional Services you book through us, we act as booking agent for the Additional Services Principal only. The services we provide to you are limited to arranging for you to contract with the Additional Services Principal for the supply of the Additional Services.

### 3. PRICES

Journey Prices stated are in Australian Dollars (\$AUD), are inclusive of GST and are subject to change prior to you making a Booking. Your Booking Confirmation will confirm your Journey Price. Payments by debit or credit card are subject to a surcharge equal to the costs we incur to process the payment.

If you book any Additional Services through us, you acknowledge that we will not confirm these Additional Services until we receive payment of your Deposit. If the price for any Additional Services increases prior to us receiving your Deposit, then you must pay the increased price otherwise we will not confirm the Additional Services and we will refund you that part of the Deposit attributable to those Additional Services.

International and domestic airfares and airport/hotel transfers are not included in a Journey unless specifically stated. Costs associated with passports, visas, vaccinations, insurance, meals (other than those stipulated), emergency evacuation costs, gratuities (unless otherwise stated), and all items of a personal nature are not included and are your responsibility. If we incur any of these costs on your behalf, then you agree to reimburse us for them on demand.

### 4. PAYMENT, AMENDMENTS & CANCELLATION BY YOU

The table below outlines the following dependent on the Fare Class you have booked: (a) when you are required to pay your Deposit and Final Payment; (b) terms on which you may request amendments; and (c) cancellation fees payable if you give notice or are deemed to have cancelled your booking.

If your Booking is for any special or promotional offer, the payment, amendment and cancellation terms will be specified in that offer. The below table will not apply to any special or promotional offers unless the offer explicitly says so.

If you have booked a Rail Cruise Holiday, the below table does not apply to your Booking. The payment, amendment and cancellation terms for Rail Cruise Holidays are specified in the Rail Cruise Holiday Specific Conditions accessible here: <https://www.journeybeyondrail.com.au/terms-conditions/>.

If you fail to make payment of the Final Payment by the due date, we will remind you to make payment. In addition to the payment, you will also be responsible for any costs imposed on us by suppliers resulting from late payment. If we do not receive payment within 7 days after the reminder, you will be deemed to have cancelled your booking.

Cancellations and requests to amend the dates of travel must be made by contacting us. If you have booked through a travel agent, please contact them to make the request. You acknowledge that you have been given the option to book a Flexible Fare which is fully refundable if you give notice to cancel at least 24 hours prior to commencement of your Journey, and that cancellation fees of up to 100% of the Journey Price are payable if you book for other Fare Classes dependent on the notice period for cancellations applicable to that Fare Class.

Amendment requests are subject to availability for the Fare Class booked. If an alternative date within 12 months of the original commencement date is unavailable or unsuitable for you and you notify us that you cannot travel on the original dates for your Journey then you will be deemed to have cancelled your booking and cancellation fees may apply depending on your Fare Class.

If we are able to confirm a request to amend the dates of travel for your Journey, then other than with respect to the Flexible Fare Class: (a) you are not permitted to make further amendments; and (b) cancellation of the amended Journey will be subject to cancellation fees of 100% of the Journey Price irrespective of when notice to cancel is received. For the avoidance of doubt, multiple amendments are permitted for the Flexible Fare Class.

## The Overland

Travel Period 1 January 2025 – 31 December 2026

	FLEXIBLE	RED PENSION SAVER <sup>1</sup>	EVERYDAY	READY RAIL <sup>2</sup>
PAYMENT	100% of the Journey Price is payable at the time of making a Booking.	100% of the Journey Price is payable at the time of making a Booking.	100% of the Journey Price is payable at the time of making a Booking.	100% of the Journey Price is payable at the time of making a Booking.
GUEST AMENDMENTS <sup>3</sup>	Free of charge up to 24 hours prior to commencement of the Journey. Amended travel date must be within 6 months of the original travel date.	Free of charge up to 24 hours prior to commencement of the Journey. Amended travel date must be within 6 months of the original travel date.	Free of charge up to 24 hours prior to commencement of the Journey. A request to reduce the number of guests travelling will incur any applicable cancellation fees.	Amendments not permitted.
GUEST CANCELLATIONS	Journey Price is fully refundable for cancellations received at least 24 hours before the commencement of the Journey. 100% cancellation fees apply for no shows or late cancellations.	100% cancellation fees apply.	100% cancellation fees apply.	100% cancellation fees apply.

<sup>1</sup> Red Pension Saver Fares are only available to passengers holding any of the following valid concession cards: Australian Pension Concession Card, Blind Concession Card, Companion Card, Commonwealth Seniors Health Care Card, TPIs/EDA, Victorian Pension Voucher Holders. You may be asked to present your valid concession card upon boarding. Failure to do so may result in you being denied boarding without the right of refund.

<sup>2</sup> Ready Rail fares can be booked via [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 Class may be allocated non-window seats.

<sup>3</sup> Amendments are subject to the Journey Price for the amended date. Any Journey Price difference must be paid by you prior to us confirming amended travel dates for your Journey.

## The Ghan, Indian Pacific, Great Southern & Vintage Rail

Travel Period: 1 January 2025 – 31 December 2025

	FLEXIBLE	EVERYDAY	ADVANCE PURCHASE	SAVER	EVERYDAY HOLIDAY	SAVER HOLIDAY	ADVANCE PURCHASE HOLIDAY
DEPOSIT	100% of the Journey Price due upon Booking.	25% of the Journey Price due upon Booking.	100% of the Journey Price due upon Booking.	100% of the Journey Price due upon Booking.	25% of the Journey Price due upon Booking.	100% of the Journey Price due upon Booking.	25% of the Journey Price due upon Booking.
FINAL PAYMENT	–	Due 45 days prior to commencement of the Journey.	–	–	Due 45 days prior to commencement of the Journey.	–	Due 180 days prior to commencement of the Journey.
GUEST AMENDMENTS <sup>1</sup>	Change requests permitted up to 24 hours prior to commencement of the Journey.	Change requests permitted up to 45 days prior to commencement of the Journey.	Change requests permitted up to 90 days prior to commencement of the Journey.	Change requests permitted up to 90 days prior to commencement of the Journey.	Change requests permitted up to 45 days prior to commencement of the Journey.	Change requests permitted up to 45 days prior to commencement of the Journey.	Change requests permitted up to 180 days prior to commencement of the Journey.
AMENDMENT FEE <sup>1</sup>	No charge.	Change Fee: \$100.00 per guest.	Change Fee: \$250.00 per guest.	Change Fee: \$250.00 per guest.	Change Fee: \$100.00 per guest.	Change Fee: \$250.00 per guest.	Change Fee: \$250.00 per guest.
14 DAY CHANGE OF MIND POLICY	–	If booked more than 60 days prior to commencement of the Journey, eligible for a full refund provided cancellation is received within 14 days of us issuing your Booking Confirmation.	If booked more than 60 days prior to commencement of the Journey, eligible for a full refund provided cancellation is received within 14 days of us issuing your Booking Confirmation.	If booked more than 60 days prior to commencement of the Journey, eligible for a full refund provided cancellation is received within 14 days of us issuing your Booking Confirmation.	–	–	–
GUEST CANCELLATIONS	Journey Price is fully refundable for cancellations received at least 24 hours before the commencement of the Journey. 100% cancellation fees apply for no shows or late cancellations.	Cancellations received more than 45 days prior to commencement of the Journey: cancellation fee is 25% of the Journey Price. Cancellations received 45 days or less prior to commencement of the Journey: cancellation fee is 100% of the Journey Price.	100% cancellation fees apply if cancelled more than 14 days after we have issued your Booking Confirmation.	Cancellations received more than 45 days prior to commencement of the Journey: cancellation fee is 50% of the Journey Price. Cancellations received 45 days or less prior to commencement of the Journey: cancellation fee is 100% of the Journey Price.	Cancellations received more than 45 days prior to commencement of the Journey: cancellation fee is 25% of the Journey Price. Cancellations received 45 days or less prior to commencement of the Journey: cancellation fee is 100% of the Journey Price.	Cancellations received more than 45 days prior to commencement of the Journey: cancellation fee is 50% of the Journey Price. Cancellations received 45 days or less prior to commencement of the Journey: cancellation fee is 100% of the Journey Price.	Cancellations received more than 180 days prior to commencement of the Journey: cancellation fee is 25% of the Journey Price. Cancellations received 180 days or less prior to commencement of the Journey: cancellation fee is 100% of the Journey Price.

<sup>1</sup> Amendments are subject to (a) the Journey Price for the amended date; (b) payment of the amendment fee where specified in the above table, and (c) any amendment or cancellation fees charged by Independent Suppliers (for example hotels or attractions). Any Journey Price difference, amendment fees (as specified in the above table) and/or fees charged by Independent Suppliers must be paid by you prior to us confirming amended travel dates for your Journey.

# The Ghan, Indian Pacific, Great Southern & Vintage Rail

Travel Period: 1 January 2026 – 31 December 2026

	FLEXIBLE	AURORA & AUSTRALIS	EVERYDAY	ADVANCE PURCHASE	SAVER	EVERYDAY HOLIDAY	SAVER HOLIDAY	ADVANCE PURCHASE HOLIDAY
DEPOSIT	100% of the Journey Price due upon Booking.	\$6,000 due upon booking.	Gold and Gold Premium: \$1,000 per guest due upon Booking. Platinum: \$1,500 per guest due upon Booking.	100% of the Journey Price due upon Booking.	100% of the Journey Price due upon Booking.	Gold and Gold Premium: \$1,500 per guest due upon Booking. Platinum: \$2,000 per guest due upon Booking.	100% of the Journey Price due upon Booking.	1,500 per guest due upon Booking.
FINAL PAYMENT	–	Due 90 days prior to commencement of the Journey.	Due 45 days prior to commencement of the Journey.	–	–	Due 45 days prior to commencement of the Journey.	–	Due 180 days prior to commencement of the Journey.
GUEST AMENDMENTS <sup>1</sup>	Change requests permitted up to 24 hours prior to commencement of the Journey	Change requests permitted up to 90 days prior to commencement of the Journey.	Change requests permitted up to 45 days prior to commencement of the Journey.	Change requests permitted up to 90 days prior to commencement of the Journey.	Change requests permitted up to 90 days prior to commencement of the Journey.	Change requests permitted up to 45 days prior to commencement of the Journey.	Change requests permitted up to 90 days prior to commencement of the Journey.	Change requests permitted up to 180 days prior to commencement of the Journey.
AMENDMENT FEE <sup>1</sup>	No charge.	Change Fee: \$500 per guest.	Change Fee: \$100.00 per guest.	Change Fee: \$250.00 per guest.	Change Fee: \$250.00 per guest.	Change Fee: \$100.00 per guest.	Change Fee: \$250.00 per guest.	Change Fee: \$250.00 per guest.
14 DAY CHANGE OF MIND POLICY	–	If booked more than 105 days prior to commencement of the Journey, eligible for a full refund provided cancellation is received within 14 days of us issuing your Booking Confirmation	If booked more than 60 days prior to commencement of the Journey, eligible for a full refund provided cancellation is received within 14 days of us issuing your Booking Confirmation	If booked more than 60 days prior to commencement of the Journey, eligible for a full refund provided cancellation is received within 14 days of us issuing your Booking Confirmation.	If booked more than 60 days prior to commencement of the Journey, eligible for a full refund provided cancellation is received within 14 days of us issuing your Booking Confirmation	–	–	–
GUEST CANCELLATIONS	Journey Price is fully refundable for cancellations received at least 24 hours before the commencement of the Journey. 100% cancellation fees apply for no shows or late cancellations.	Cancellations received more than 90 days prior to commencement of the Journey: cancellation fee is \$6,000. Cancellations received 90 days or less prior to commencement of the Journey: cancellation fee is 100% of the Journey Price.	Cancellations received more than 45 days prior to commencement of the Journey: Gold & Gold Premium: cancellation fee is \$1000 per guest. Platinum: cancellation fee is \$1,500 per guest. Cancellations received 45 days or less prior to commencement of the Journey: cancellation fee is 100% of the Journey Price.	100% cancellation fees apply if cancelled more than 14 days after we have issued your Booking Confirmation.	Cancellations received more than 45 days prior to commencement of the Journey: cancellation fee is 50% of the Journey Price Cancellations received 45 days or less prior to commencement of the Journey: cancellation fee is 100% of the Journey Price.	Cancellations received more than 45 days prior to commencement of the Journey: Gold & Gold Premium: cancellation fee is \$1500 per guest. Platinum: cancellation fee is \$2,000 per guest. Cancellations received 45 days or less prior to commencement of the Journey: cancellation fee is 100% of the Journey Price.	Cancellations received more than 45 days prior to commencement of the Journey: cancellation fee is 50% of the Journey Price. Cancellations received 45 days or less prior to commencement of the Journey: cancellation fee is 100% of the Journey Price.	Cancellations received more than 180 days prior to commencement of the Journey: cancellation fee is \$1,500 per guest. Cancellations received 180 days or less prior to commencement of the Journey: cancellation fee is 100% of the Journey Price.

<sup>1</sup> Amendments are subject to (a) the Journey Price for the amended date; (b) payment of the amendment fee where specified in the above table, and (c) any amendment or cancellation fees charged by Independent Suppliers (for example hotels or attractions). Any Journey Price difference, amendment fees (as specified in the above table) and/or fees charged by Independent Suppliers must be paid by you prior to us confirming amended travel dates for your Journey.

## 5. CANCELLATIONS BY US

If we cancel your Journey for reasons other than Force Majeure (see below), you will be offered (at your election) a refund of all funds received, the offer of an alternative Journey of comparable quality if appropriate or a Credit Note. If we cancelled a Rail Journey aboard The Overland due to either the Victorian or South Australian State Government's decision to cease funding for The Overland, then we will provide you with a refund of all funds paid.

To the fullest extent permitted by law, we will not be responsible for any other loss or costs you incur (for example, airfares not included in your Journey, insurance and visa expenses) if your Journey or particular Journey Services are cancelled for any reason.

## 6. AMENDMENTS BY US

### Prior to travel

Due to the dynamic nature of the travel industry, we may occasionally need to make amendments or modifications to the itinerary of your Journey and its inclusions (including Off Train Excursions) and you acknowledge our right to do this. Most changes will not be significant. If we become aware of any significant changes to your Journey's itinerary or its inclusions that materially detract from the overall characteristics or value of the Journey (where we determine it can still proceed), then we will notify you within a reasonable time and you may elect to:

- proceed with the Journey, in which case we will refund you an amount attributable to the reduction in value determined by us acting reasonably; or
- cancel your Journey, in which case we will refund the Journey Price received by us at that time.

If you do not contact us to make an election within 7 days of us notifying you of the significant change (or within a reasonable shorter timeframe where the change is notified nearer to your Journey's commencement), then you will be deemed to have elected to proceed with the Journey.

### During travel

You acknowledge that the itinerary, modes of transport, accommodation and/or the Journey's inclusions (including Off Train Experiences) may need to change during your trip due to local circumstances beyond our reasonable control, including but not limited to road or rail track conditions, poor weather, changes in transport schedules, cultural considerations and/or vehicle or train breakdowns.

### Service Disruption

In the event of a Service Disruption, we will use reasonable endeavours to re-route you to the next destination by any form of transport.

## General

To the fullest extent permitted by law:

- we will not be responsible for any omissions or modifications to the itinerary of your Journey or its inclusions due to Force Majeure or other circumstances beyond our control happening after we have confirmed your booking. This includes any loss of enjoyment or distress caused by omissions or modifications;
- if you are entitled to any compensation for any modifications or omissions, then you agree it will be reduced by the value of any alternative services we provide which you accept; and
- we will not be responsible to you for any other expenses or loss you incur resulting from any amendment or change to the itinerary of your Journey or its inclusions.

## 7. FORCE MAJEURE

### Prior to travel

If: (a) in our reasonable opinion we (either directly or through our employees, contractors, suppliers or agents) determine that your Journey cannot safely, lawfully or reasonably proceed due to a Force Majeure event; or (b) you give us notice no more than 14 days prior to commencement of your Journey that you cannot reasonably participate in it due to Government Restrictions, then we may:

- reschedule your Journey, but only if you are agreeable to the rescheduled arrangements; or
- cancel your Journey, in which case our contract with you will terminate.

If we cancel your Journey, neither of us will have any claim for damages against the other. However, we will issue you with a Credit Note equal to the Journey Price received by us. Please note that our ability to issue you with a Credit Note may be dependent on our suppliers issuing corresponding credits to us. We cannot guarantee that our suppliers will issue corresponding credits. In such circumstances we may instead pay you a cash refund of the Journey Price received by us less: (a) unrecoverable third-party costs and other expenses that remain payable by us for your Journey Services; (b) overhead charges incurred by us relative to the Journey Price; and (c) fair compensation for work undertaken by us in relation to the Journey until the time of cancellation.

For the avoidance of doubt and without limitation, an illness, the development of a medical condition or the failure of any commercial transportation not included in your Journey is not considered a Force Majeure event.

## **During Journey**

If we cancel Journey Services (including if there is a Service Disruption) due to Force Majeure during your Journey, we will provide you at your election with either a refund of recovered third party costs plus any third party costs we don't incur for the cancelled Journey Services or a Credit Note of the same value.

## **General**

If we provide you with any alternative services or assistance where Journey Services are cancelled due to Force Majeure which you accept, then you agree that any amount to be refunded to you will be reduced by the value of these services and that assistance.

To the fullest extent permitted by law, our liability to you for cancellations due to Force Majeure is limited to your rights under this clause.

## **8. PRIOR TO YOUR JOURNEY**

### **Cabin Allocations**

We will endeavour to allocate your cabin (or seat on The Overland) according to the Cabin Class you booked. In the unlikely event we cannot accommodate your Cabin Class we may upgrade or downgrade your Cabin Class. If we downgrade your Cabin Class during your Journey, we will pay you a refund of the fare difference for the period of the downgrade. If we downgrade your Cabin Class prior to your Journey, we will give you notice and you may elect to (a) accept the downgraded Cabin Class with a refund of the fare difference; or (b) cancel your booking and you may elect to receive a refund of all funds paid or an alternative Journey of comparable quality if appropriate.

We will endeavour to accommodate requests for a particular cabin (or seat on The Overland) within your Cabin Class, subject to availability. If we are unable to accommodate that request (but we still allocate you a cabin or seat within your Cabin Class) and you choose to cancel your booking, this will be considered a cancellation by you and standard cancellation fees will apply.

### **Off Train Experience Preferences**

You will be asked to nominate your preferred Off Train Experiences. We will endeavour to accommodate your preferences, but please note that due to capacity restraints for Off Train Experiences, we cannot guarantee that you will be allocated your first preferences. If we cannot allocate your first preferences, then you will be allocated alternative Off Train Experiences and no refund will be provided in these circumstances.

### **Travel Insurance**

It is strongly encouraged that you are adequately insured for the duration of your Journey. We recommend comprehensive travel insurance to cover cancellation, medical requirements, medical evacuation, luggage and additional expenses. The choice of insurer is yours. We strongly suggest you purchase insurance at the time you pay your Deposit. This is because cancellation fees may be payable from that time.

### **Passports, Visas & Vaccinations**

If you are not an Australian citizen it is your responsibility to ensure you hold a valid passport with sufficient validity and any required visas for your Journey. It is your responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the trip. For Rail Cruise Holiday bookings, please refer to the Rail Cruise Holiday Specific Conditions for additional requirements.

### **Health & Fitness**

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the Journey. For all Rail Journeys (other than The Overland, where we will make requests only in particular circumstances), you must complete our Fitness to Travel Form accessible here (<https://www.journeybeyondrail.com.au/terms-conditions/>) within a reasonable time after we issue your Booking Confirmation and in any event prior to travel. We may cancel your booking or refuse to board you without any right of refund if you fail to complete the Fitness to Travel Form within a reasonable time after we have reminded you to do so.

Some Off Train Experiences occur in locations with extreme temperatures (heat), or require walking on uneven, rocky ground that may be slippery or involve steep inclines. You are required to have a reasonable level of mobility and to be able to board and alight the train using steps and other vehicles unaided by our personnel.

Due to the architecture of our rail carriages, mobility aids such as wheelchairs and walkers are unable to be used onboard. We can on request provide you with a specialised onboard pushchair which can be pushed by your travelling companion (with the exception of Vintage Rail Rail Journeys, for which the rail carriage architecture does not enable pushchairs).

Our personnel will be pleased to provide general assistance throughout your Rail Journey, however our personnel are unable to meet the needs of guests requiring regular medical attention, personal care or special assistance, and are not able to act as carers. If you require regular medical attention, personal care or special assistance, you must be accompanied by a person who is able to provide such assistance.

#### *Existing Medical Conditions*

If you have a medical condition which may reasonably be expected to increase your risk of needing medical attention or special assistance, or which may materially affect the usual conduct of the Journey, then you must advise us prior to or at the time you make your Booking.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you are not fit to travel or will require special assistance which we cannot reasonably provide, then we may cancel your booking. Provided you notified us of your medical condition prior to or at the time you made your Booking, we will provide you with a full refund of payments received.

If you fail to provide a medical assessment within a reasonable time of our request, then this will be considered a cancellation by you and cancellation fees will apply.

#### *New Medical Conditions*

You must advise us of any new or changed medical conditions which may reasonably be expected to increase your risk of needing medical attention or special assistance, or which may materially affect the usual conduct of the Journey.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you are not fit to travel or will require special assistance which we cannot reasonably provide, or if you fail to provide a medical assessment within a reasonable time of our request, then this will be considered a cancellation by you and cancellation fees will apply.

#### *General*

If you have any illness, injury, disease or other medical condition which makes travel unsafe for you, other guests or our employees, we may refuse to confirm your Booking or board you, and we may remove you from the train or Journey, without any liability on our part and without an obligation to provide you with a refund.

If you are suffering from or showing symptoms of or have had known exposure to a communicable or infectious disease, the Journey Manager may in their discretion require you to isolate within your cabin or such other quarantine facility onboard. You agree to comply with such directions.

## **Dietary Requirements**

Special dietary requests are required to be notified to us within 7 days after we issue your Booking Confirmation. We will endeavour to communicate your requirements to relevant suppliers. However, we cannot guarantee requests will be met by suppliers. It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens other than in circumstances where we have been negligent.

## **Risk Acceptances & Waivers**

You acknowledge that your Journey may expose you to inherent personal risks which may be greater than those present in your everyday life. This could be due to general travel by train (for example shifting carriages), travelling through and visiting remote destinations or interactions with wildlife. You travel on the basis that you accept these inherent risks and that to the fullest extent permitted by law we will not be responsible for any personal injury or death resulting from the materialisation of an inherent risk.

You acknowledge and agree that your participation in Off Train Experiences may be subject to you agreeing to a form of risk acceptance and waiver of liability for participation in the activity. Independent Suppliers and Additional Services Principals may also require you to agree to such forms.

## **9. DURING YOUR JOURNEY**

### **Check-in**

You must check in with our representative at the location stated on your Final Travel Documents within the following timeframes:

- for The Ghan, Indian Pacific, Great Southern and Vintage Rail: no more than 2.5 hours and no later than 1 hour prior to the scheduled departure; and
- for The Overland, no more than one hour and no later than 30 minutes prior to the scheduled departure.

You must show suitable photo identification to the representative when checking in.

### **Luggage**

Guests must comply with the relevant luggage requirements specified on our website and/ or on your Booking Confirmation. You must not bring onboard any goods or objects of a flammable or dangerous nature or which we reasonably consider could harm or significantly detract from the enjoyment of other guest including: (i) firearms, knives, weapons or sharp objects; (ii) alcohol for consumption onboard or illegal drugs of any kind; (iii) items that may become or are dangerous, such as seal batteries, explosives, poisons (such as pesticides and herbicides); (iii) items prohibited by law; (iv) drones or (v) animals (with the exception of guide / assistance dogs).

Luggage limits are enforced. You will be required to leave any excess luggage at the point of embarkation for the duration of the Journey, which will be stored at your risk.

### **Searches**

If we have reasonable cause to believe that you are carrying a prohibited item, an authorised representative of us may, subject to applicable laws, search or inspect you and your luggage. We have the right to detain, confiscate or destroy without incurring any liability to you or any other person any items carried by you which we, acting reasonably, consider dangerous or which pose a risk or inconvenience to the security of the train or other persons onboard.

### **Smoking**

All Journey Beyond trains are entirely smoke free in accordance with relevant state government regulations. You must not smoke (including e-cigarettes) on the train.

### **Alcohol & Illicit Drugs**

Our trains are licensed premises. You are not permitted to bring onboard any containers of alcohol for consumption onboard or any illicit drugs (other than as may be prescribed by a prescribing physician). We may refuse the service of alcohol to you and may disembark you from the train or remove you from the Journey if you are intoxicated or acquire alcohol for a minor. You must not under any circumstances use any illicit drugs (other than as may be prescribed by a prescribing physician). We may disembark you or remove you from the Journey if you become under the influence of illicit drugs at any time whilst onboard.

### **Remote Areas**

You acknowledge that some Rail Journeys visit and include overnight accommodation in remote areas which are located considerable distances from hospitals, medical centres or other forms of medical facilities. It may take many hours before you receive any professional medical attention.

You acknowledge that there may be occasions where you require first aid due to an accident, illness, injury or other health condition. You consent to our personnel providing you with first aid on the basis that: (a) our personnel are not qualified medical professionals; (b) we make no warranties and expressly disclaim all warranties regarding the standard of care that may be provided; and (c) to the fullest extent permitted by law we will not be liable (and neither will our personnel) for any care given or omitted. If you are unable to do so yourself, you consent to us seeking and securing any medical treatment that we reasonably consider you require. This may include attendance or evacuation by the Royal Flying Doctor Service or a similar service. You agree to reimburse us for any costs we incur in seeking medical treatment on your behalf.

### **Behaviour**

You must follow the reasonable directions of our (and our suppliers') personnel. If you act in a manner that threatens the safety of yourself or others (including our (or our suppliers') personnel, other guests on the Journey, or third parties) or significantly disrupts their enjoyment, our representatives may, acting reasonably, prohibit you from embarking on the Journey or require that you leave the Journey. The Journey Manager may in their discretion direct you to isolate in your cabin or such other isolation facility (subject to the right to use bathroom facilities) until you are alighted from the train. You must comply with this requirement. You will not be entitled to any refund for unused Journey Services and you will be responsible for any additional costs you incur.

## Seatbelts

Where a vehicle, vessel or aircraft is equipped with seatbelts, you must always wear your seatbelt when onboard. To the fullest extent permitted by law, our liability to you for any personal injury, death or other damages or claims arising from an accident or incident involving a vehicle, vessel or aircraft you are travelling on as part of the Journey will be limited or excluded to the extent your failure to wear a supplied seatbelt contributed to or caused your injury or death.

## 10. UNUSED & DENIED SERVICES

No refunds will be made for any Journey Services not utilised, whether by choice or because of late arrival or early departure. This includes the failure of commercial transport to operate according to schedule, which we disclaim responsibility for. This does not apply if the reason for your late arrival or early departure was due to our negligence.

## 11. RESPONSIBILITY

### Our Journeys

*Journey Services supplied by us*

To the extent only that we are the principal supplier to you of Journey Services which we directly control, operate or own then we will provide those Journey Services with reasonable skill and care.

We will only be responsible for our employees in the course of their employment, and for our agents and contractors (where we have direct control over them) if they were carrying out the work we had asked them to do.

We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the Journey Services, or due to an event of Force Majeure.

*Services supplied by Independent Suppliers*

Where an Independent Supplier is the supplier of Journey Services, you acknowledge that our obligations to you are limited to taking reasonable care to select a reputable Independent Supplier and arranging for them to provide those Travel Arrangements to you. Independent Suppliers over whom we may not have direct control could include hoteliers, independent transport companies (i.e., vehicles not operated by us), excursion operators, venue operators and common carriers.

To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions, omissions or negligence of an Independent Supplier and not caused by our negligence. Any claims you have in this regard must be made against the Independent Supplier.

*Services supplied by Cruise Operators*

For any Rail Cruise Holiday, we act as the booking agent for the Cruise Operator only. The services we supply regarding the Cruise element of your Rail Cruise Holiday are limited to arranging for you to contract with the Cruise Operator for the supply of the Cruise subject to the Cruise Passage Contract. Any claims you have regarding the delivery of the Cruise or the acts, omissions or negligence of the Cruise Operator must be made directly against the Cruise Operator and will be subject to the Cruise Passage Contract.

### Recreational Services

If we supply any Recreational Services to you, then to the maximum extent permitted by law we exclude any liability for death, physical injury or mental injury or any other liability referred to in section 139A(3) of the Competition and Consumer Act 2010 (Cth) resulting from our failure to comply with a guarantee that applies under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law. This exclusion does not apply to significant personal injury caused by our reckless conduct.

### Additional Services

You agree that our responsibility to you for any Additional Services is limited to arranging for you to contract with the Additional Services Principal. You agree that you will be subject to the Additional Services Principal's own booking conditions. Any claim in connection with the supply (or failure to supply) those Additional Services must be made directly against the Additional Services Principal. We will in no way be responsible for the actions, omissions or negligence of the Additional Services Principal or any person engaged by them to deliver the Additional Services.

### General liability limitation

We cannot guarantee our schedule. As a result, you should allow ample time for connections. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays.

Australian Consumer Law and corresponding legislation in State and Territory jurisdictions in certain circumstances imply mandatory guarantees into consumer contracts ("Consumer Guarantees"). These Booking Conditions do not exclude or limit the application of the Consumer Guarantees other than to the extent they can be excluded or limited, in which case we limit or exclude the Consumer Guarantees to the fullest extent permitted. Other than the Consumer Guarantees, we disclaim all warranties and guarantees.

To the fullest extent permitted by law, our maximum liability to you under these Booking Conditions, in tort (including negligence) or at law is limited to arranging for the Journey Services be resupplied or payment of the cost of the Journey Price.

## 12. COMPLAINTS

In the event of a problem with any aspect of your Journey Services you must tell us or make our representative or our local supplier aware of such problems as soon as possible. This is so we or our suppliers have had the opportunity to put things right on the ground.

If you notify us of a problem during travel and we haven't resolved it to your satisfaction, please follow this up in writing within 30 days from the end of your Journey. This is so we have the opportunity to pursue the claim with our own suppliers (if relevant). Notification of a complaint does not guarantee any particular outcome.

If you fail to follow this procedure, this may limit your rights to make a claim.

## 13. REFUNDS

Any refunds payable by us under these Booking Conditions will be made as follows: (a) if you paid us directly with a credit or debit card, we will credit the same card with the refund unless you advise us that the card has expired or is no longer active; (b) if you paid us by direct bank transfer, we will pay the refund to a bank account notified by you; and (c) if you booked your Journey through a travel agent, then we will pay the refund to the travel agent.

## 14. DEEMED ACCEPTANCE

If you place a booking on behalf of another party, you represent and promise us that you are duly authorised to provide the agreement and consent of the other party to be bound by these Booking Conditions. You agree that you will be responsible for any loss or damage we incur but would not have incurred had this been the case.

## 15. IMAGE RELEASE

We and our suppliers may take photographs or make recordings of you and your activities that identify you during the Journey. We reserve the right to use any images and/or recordings for promotional and marketing purposes. You consent to this use and acknowledge you will not be entitled to any payment or other compensation. If you do not consent to the use of your image or likeness, please advise us as least 21 days prior to the commencement of your Journey.

## 16. GENERAL

The contract between us and you is governed by the laws of the State of South Australia, provided that if the civil liability legislation of South Australia does not apply because a cause of action arose outside South Australia, then the contract (to the extent it relates to that cause of action) shall be governed by the State or Territory in which the cause of action arose. Any disputes shall be dealt with by a court with the appropriate jurisdiction in the State or Territory of the governing law.

If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions.

Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles (and any foreign privacy laws, if applicable), and our Privacy Policy, which is published at <https://www.journeybeyondrail.com.au/privacy-policy/>

If these Booking Conditions are published in a brochure, you acknowledge that information within the brochure is correct at the time of publication. However, some details may change including, but not limited to Journey Prices, Journey Services and the associated itinerary.

We reserve the right to modify these Booking Conditions at any time without prior notice. We will publish amended Booking Conditions here: <https://www.journeybeyondrail.com.au/terms-conditions/> The amended Booking Conditions will be effective upon publication. The Booking Conditions that govern the contract between you and us are those Booking Conditions in effect at the time you make a Booking.

You may check Journey information, including Journey Pricing, Journey Services and the associated itinerary, prior to making a Booking by calling Journey Beyond on 1800 703 357.

You acknowledge that photos we publish are representative of the Journey but may not reflect that exact experience.

These Booking Conditions are effective and apply to all Bookings made from 22 January 2025.

## DEFINITIONS

**Additional Services** means any services which are not included in the Journey (or not otherwise sold by us as principal supplier) but which you book through us such as pre and post Journey accommodation, flights, car hire and excursions.

**Additional Services Principal** means the principal supplier of the Additional Services.

**Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**Booking** means a request from you to book a Journey and any Additional Services.

**Booking Confirmation** means a document issued by us to confirm acceptance of your Booking subject to these Booking Conditions.

**Cabin Class** means the cabin or seat class within a train applicable to your Booking.

**Credit Note** means a credit note issued by us redeemable within 12 months after issue, against any services offered by us. (For clarity, Bookings utilising the Credit Note must be made within 12 months after issue, but the Journey booked may be for a later travel period.) Credit notes are not transferrable and not redeemable for cash. Redemptions will be subject to the booking conditions applicable to those services in effect at the time of redemption. Refunds will not be made for services cancelled by you after redemption.

**Cruise** means a cruise booked in conjunction with a Rail Holiday Package and which is principally supplied and operated by a Cruise Operator.

**Cruise Operator** means an operator of a Cruise.

**Cruise Passage Contract** means the conditions upon which a Cruise Operator agrees to sell a Cruise and to carry passengers.

**Deposit** means the deposit required to be paid by you to confirm your Booking as determined according to the table at clause 4 or as otherwise specified in a Booking Confirmation.

**Fare Class** means the fare class applicable to your booking, with the associated payment, amendment and cancellation terms applicable to that class being specified in the table at clause 4.

**Final Travel Documents** means final travel documents issued by us, which documents will include amongst other things the final itinerary for your Journey, your cabin allocation and your Off Train Experience allocations.

**Force Majeure** means an event or events beyond the control of the parties and which the parties could not have reasonably prevented, and includes but is not limited to: (a) natural disasters (including but not limited to flooding, fire, earthquake, landslide, volcanic eruption), adverse weather conditions (including hurricane or cyclone), high or low water levels; (b) war, armed conflict, industrial dispute, civil strife, terrorist activity or the threat of such acts; (c) epidemic, pandemic; (d) any new or change in law, order, decree, rule or regulation of any government authority (including travel advisories and restrictions).

**Independent Suppliers** means any suppliers of Package Services.

**Government Restrictions** means any of the things specified in part (d) of the definition of Force Majeure.

**Journey** means either a Rail Journey, a Rail Holiday Package or a Rail Cruise Holiday.

**Journey Price** means the price for your Journey.

**Journey Services** means the travel arrangements and incidental services included in your Journey which may include a Rail Journey and Package Services.

**Off Train Experiences** means any excursion or activity you experience off the train during a Rail Journey, which excursion or activity may be partly or wholly delivered by an Independent Supplier.

**Package Services** means any services which are included in your Rail Holiday Package to be delivered by Independent Suppliers.

**Rail Cruise Holiday** means either a Rail Journey or a Rail Holiday Package combined with a Cruise.

**Rail Journey** means:

- (a) any interstate one-way rail journey (or sub-sector journey) operated by us, including:
  - (i) The Ghan: Adelaide to Alice Springs or vice versa, Alice Springs to Darwin or vice versa, Adelaide to Darwin or vice versa
  - (ii) Indian Pacific: Sydney to Adelaide or vice versa, Adelaide to Perth or vice versa, Sydney to Perth or vice versa
  - (iii) Great Southern: Adelaide to Brisbane or vice versa
  - (iv) The Overland: Adelaide to Melbourne or vice versa
  
- (b) any Vintage Rail rail journey (or sub-sector journey) operated by us within New South Wales, including: Sydney to Dubbo return, Sydney to Griffith return, Sydney to Byron Bay return, Sydney to Byron Bay or vice versa, Sydney to Bathurst or vice versa, Sydney to Parkes return.

**Rail Holiday Package** means a Journey offered by us comprising a Rail Journey and Package Services.

**Rail Cruise Holiday Specific Conditions** means the conditions specific to a Rail Cruise Holiday which are in addition to or otherwise modify these Booking Conditions and which are published with reference to the relevant Cruise Operator at <https://www.journeybeyonddrail.com.au/terms-conditions/>.

**Recreational Services** means services that consist of participation in the activities referred to in Section 139A of the Competition and Consumer Act 2010 (Cth), being participation in:

- (a) a sporting activity or similar leisure time pursuit; or
- (b) any other activity that:
  - (i) involves a significant degree of physical exertion or physical risk; and
  - (ii) is undertaken for the purposes of recreation, enjoyment or leisure.

**Service Disruption** means a full or partial cancellation of the Journey after it has commenced.

**Travel Period** means the period from 1 January to 31 December for a particular year.