



THE GHAN INDIAN PACIFIC

INTERIM TERMS AND CONDITIONS
2021 PRE-SEASON PARTIAL RELEASE

TRAVEL PERIOD 1 APRIL - 30 NOVEMBER 2021
VALID FOR BOOKINGS MADE UP UNTIL 30 JUNE 2020

1. 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 Expeditions (JBRE) 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.

2. PAYMENT

'EVERYDAY FARES'

For Everyday Rail Journeys and Everyday Holiday Packages, you must pay the Fee in two parts:

- (1) Deposit - this payment is per booking, non-refundable and payable within 14 days after booking; and
- (2) Balance - the difference between the deposit and the total fee. For Everyday Rail Journeys and Everyday Holiday Packages the balance must be paid, in all cases no later than 45 days prior to the date of travel.

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

Advance Purchase fares are not available within 6 months of travel date and are not available on every departure. For Advance Purchase Rail Journeys and Advance Purchase Holiday Packages, the deposit must be paid within 14 days after booking with the balance due 30th November 2020

- (1) Deposit - this payment is per booking, non-refundable and payable within 14 days after booking; and
- (2) Balance - the difference between the deposit and the total fee. For Advance Purchase Rail Journeys and Advance Purchase Holidays Packages must be paid in all cases no later than 30th November 2020.
- (3) 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

3. BEFORE YOU CAN TRAVEL

CABIN ALLOCATION

Prior to your scheduled departure date, JBRE will allocate cabins to you according to the service of your booking. JBRE will also do its best to accommodate any request you might have for a particular cabin but does not guarantee it.

If JBRE is unable to accommodate you in the service of your booking, you will receive the options set out in the clause 'JBRE cancellation'. If JBRE is unable to accommodate your request for a particular cabin 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.

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 recommend you purchase travel insurance to protect you in unforeseen circumstances

FIT TO TRAVEL

You must ensure that you are medically and physically fit for travel. Before you confirm your booking, you must advise JBRE of any medical or physical condition that will or may require medical attention, medication or special treatment during your rail journey. 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.

4. ON THE DAY OF TRAVEL

CHECK IN

You must check in with a JBRE representative at the location stated on your Travel Documents no more than 2.5 hours and no later than 1 hour prior to scheduled departure. You must show suitable photo identification to the JBRE 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 guide dogs) are not permitted on board. JBRE reserves the right to eject any Guest that fails to comply with this clause.

5. ON THE TRAIN

NO SMOKING POLICY

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

OFF TRAIN EXCURSIONS (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.

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6. GUEST AMENDMENTS, PAYMENTS AND CANCELLATIONS

The tables below set out the consequences that the parties agree will apply in the event of a Guest Cancellation. A reduction in guests or name change will be treated as a guest cancellation. Subject to availability, you may amend your booking (the date of travel, the components of your package or the number of Guests) as follows:

| | EVERYDAY | EVERYDAY HOLIDAY | ADVANCE PURCHASE* | ADVANCE PURCHASE HOLIDAY* |
|-------------------------------------|---|---|---|---|
| DEPOSIT | Value – 10% of booking price Due – 14 days from time of booking | Value – 10% of booking price Due – 14 days from time of booking | Value – 50% of booking price Due – 14 days from time of booking | Value – 50% of booking price Due – 14 days from time of booking |
| FINAL PAYMENT | Due – 45 days prior to departure | Due – 45 days prior to departure | Due – 30th November 2020 | Due – 30th November 2020 |
| GUEST AMENDMENTS[^] | Free of charge up to 14 days prior to departure | \$50 fee up to 14 days prior to departure *Supplier conditions may vary and will be passed on if applicable. | Free of charge up to 45 days prior to departure | \$50 fee up to 45 days prior to departure *Supplier conditions may vary and will be passed on if applicable. |
| GUEST CANCELLATIONS | Fully refundable within 14 days of booking Loss of deposit when cancelling 45 days or more prior to departure 100% cancellation fees apply under 45 days prior to departure | Fully refundable within 14 days of booking Loss of deposit when cancelling 45 days or more prior to departure 100% cancellation fees apply under 45 days prior to departure | Fully refundable within 14 days of booking 50% fee when cancelling on, or before the 30th November 2020 100% cancellation fees apply after 30th November 2020 | Fully refundable within 14 days of booking 50% fee when cancelling on, or before the 30th November 2020 100% cancellation fees apply after 30th November 2020 |

* Advance Purchase fares must be booked more than 6 months prior to departure. They are valid for Gold Service only, are yield controlled and may be available only on selected dates, services and sectors.

[^] Guests will be subject to pay any fare differences which may apply when amending travel dates.

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, through no fault of JBRE – see 'Guest Cancellations' in section 6.
- (2) A cancellation by JBRE 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 JBRE – see 'JBRE Cancellations'.

FORCE MAJEURE CANCELLATIONS

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

JBRE CANCELLATIONS

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

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

REFUND PAYMENT

Any credit note or refund payable by JBRE 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.

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, JBRE 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 JBRE's cost. No refunds are payable for Service Disruptions.

8. 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, 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.

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), JBRE 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 JBRE'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 JBRE in relation to those services will be limited to JBRE'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 JBRE's control where a third-party holiday component must be substituted or amended. JBRE 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 JBRE for failure of a statutory guarantee under the AUSTRALIAN CONSUMER LAW.

9. MISCELLANEOUS

SURCHARGES

We are entitled to charge up to 1.55% surcharge depending on your payment method.

WAIVER AND AMENDMENT

A provision of this agreement may not be amended or waived except in writing signed by an authorised representative of JBRE.

ENFORCEABILITY

If a term of this agreement is unenforceable it shall be read down to be enforceable or, if it cannot be read down, the condition shall be severed from this agreement without affecting the enforceability of the remaining conditions.

DISCLAIMER

Images in any of our brochures or advertising materials are indicative only and may not reflect the exact experience or destination.

THIRD PARTIES

In order to provide you with the goods and services that are included in your Rail Journey or Holiday Package, we may use third party providers. You agree that we may pass on to you any costs, fees or terms that they apply to us under our agreement with them.

10. 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:

- riot, war, invasion or acts of terrorism;
- requisition or compulsory acquisition by any governmental or competent authority, a material change in legislation or directions by a government authority;
- medical outbreak, or contamination of any kind;
- earthquakes, flood, fire or other physical natural disasters; and
- 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

THE INDIAN PACIFIC

- Sydney to Adelaide or vice versa
- Adelaide to Perth or vice versa
- Sydney to Perth 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 www.journeybeyondrail.com.au

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