

TERMS AND CONDITIONS OF BOOKING AND TRAVEL

1. You agree that bookings are made pursuant to the terms and conditions mentioned in this document. Rail Tours Australia reserve the right to treat bookings not paid in full by the due date as cancelled and subject to cancellation fees. All Day Tour payments will need to be paid in full at time of booking.
2. You acknowledge that:
 - a. You have been afforded an opportunity to read and consider these terms and conditions;
 - b. You understand these terms and conditions.

DEPOSITS

3. The payment of a deposit or the full or partial fare shall be deemed to be an acceptance of the terms and conditions by the person(s) named on the booking form. Furthermore the said person(s) undertake to convey and confirm these terms and conditions to all persons travelling under the ticket applied for on the booking form and Rail Tours Australia expressly rely upon this undertaking.

TICKETING, DEPOSITS AND CANCELLATIONS

4. Payment can be accepted via Cash, Cheque, money order or electronic funds transfer. Cheques must be received within 3 days of booking confirmation and require an 8 day clearance. For additional details for Electronic Funds Transfer please contact our sales centre. Payment plans for extended tours can be arranged.
5. Tour cost includes all coach travel, rail travel, entry fees to attractions as stated on the itinerary, accommodation on a twin share basis (minimum 3 .5 star) and meals as stated on the itinerary: B = Breakfast, MT = Morning Tea, L = Lunch, AT = Afternoon Tea, D = Dinner
6. Tour cost does not include items of a personal nature, souvenirs, drinks, spending money, telephone calls, gratuities, travel insurance, connecting transport to join or leave the tour, personal accident or medical expenses.
7. Except where expressly outlined in a Rail Tours Australia brochure, concession fares are as follows:
 - a) Child fares apply to children aged 3 - 14 years inclusive.
 - b) Adult fares apply to persons 15 years and over.
 - c) An infant 2 years and under travels free of charge, but are not allocated a seat or any inclusions of accommodation, meals or attractions. Please contact our sales office if you would like to bring an infant on an extended or day tour for further advice and information.
 - d) Seniors fares apply to certain tours as outlined in tour brochure. Senior fares apply to holders of valid Australian Seniors Cards.
8. A minimum security deposit of \$100 or 20% of the ticket price per person (whichever is greater) is payable within 7 days of making a booking of any tour. Any security deposit paid will automatically be credited towards the tour price at the time of final payment, unless otherwise required. Deposits are not refundable or transferable except in accordance with these terms and conditions.
9. Tickets and travel vouchers for extended tours will be posted to you 7 days prior to the departure date of the tour. Tickets will not be issued unless full payment has been received by Rail Tours Australia.
10. Cancellation Fees:

Day Tours:

Train Tours:

- More than 14 days prior to departure.....10% of the full fare
- 7 to 14 days prior to departure.....20% of the full fare
- 7 days or less.....NO REFUND
- Non attendance or non completion of tour.....NO REFUND

Coach or Car Tours:

- More than 7 days prior to departure..... 10% of the full fare
- 2 to 7 days prior to departure.....50% of full fare
- Within 48 hours of departure.....NO REFUND
- Non attendance or non completion of tour.....NO REFUND

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Extended Tours:

- More than 60 days prior to departure..... 10% of the full fare
- 30 to 60 days prior to departure.....25% of the full fare
- 14 to 30 days prior to departure..... 50% of the full fare
- 2 to 14 days prior to departure..... 80% of the full fare
- Under 2 days prior to departureNO REFUND
- Non attendance or non completion of tourNO REFUND

11. Notification of cancellation must be in writing to Rail Tours Australia and must be accompanied by all issued tickets and vouchers. Cancellation fees are calculated on the day written notification is received.
12. Rail Tours Australia reserve the right to pass on any cancellation fees imposed on Rail Tours Australia by any carrier.

AGENCY

13. Rail Tours Australia makes arrangements for its tours by using the services of other service providers of accommodation, rail, air and ground travel, meals, attractions ("carriers"). Carriers may be either individuals and/or companies. Where services are provided by a carrier or carriers, Rail Tours Australia acts as agent for that carrier or those carriers.

LIMITATION OF LIABILITY

14. Rail Tours Australia is not and cannot be responsible for any act or omission of a carrier or carriers (whether negligent or otherwise) and it is an express condition of your contract with Rail Tours Australia will not be liable for injury, damage, or loss caused by an act or omission of a carrier or carriers.
15. Despite any other provisions in these terms and conditions, and to the extent permitted by law, Rail Tours Australia's total liability to you or any third party for any injury, damage or loss suffered by you in consequence of any act or omission (including acts or omissions of negligence) of Rail Tours Australia or any subcontractor or agent of Rail Tours Australia, will not exceed the supplying of the services again or the payment of the cost of having the services supplied again.
16. Rail Tours Australia will not be liable for, and you discharge Rail Tours Australia and its directors, officers, employees, agents or subcontractors absolutely (with any and all such losses borne by you) from any loss or additional expense suffered by you resulting from:
 - a. any tour failing to arrive or depart at the allocated times (including accommodation expenses and missed travel connection expenses);
 - b. any non-performance, change of itinerary or delays in departure or arrival time of any other carrier;
 - c. delays or changes in connection services, sickness, weather, strikes or other causes.
17. Participation in tours operated by Rail Tours Australia and its carriers can involve certain risks and you acknowledge such risks. Rail Tours Australia is not liable for, and you discharge and release Rail Tours Australia from, all claims arising as a result, but not limited to, the following events: Force Majeure, hazards of traveling by boat, train, automobile, aircraft or other means of transportation, forces of nature, accidents, illness, epidemics and pandemics etc.
18. Rail Tours Australia strongly recommends that a travel insurance policy be taken out before the tour which may cover you against unforeseen circumstances which may arise as a result of, but are not limited to, cancellation, loss of baggage, events of Force Majeure. It is your sole responsibility to obtain suitable insurance for the tour.

CHANGES TO SERVICES

19. Rail Tours Australia and its carriers reserve the right to alter any published itinerary if Rail Tours Australia or any carrier believes that such alteration is in the best interest of passenger safety, well-being or enjoyment.
20. Rail Tours Australia and its carriers reserve the right to alter or change any vehicle, carriage or accommodation at any time without notice as Rail Tours Australia considers necessary for any reason whatsoever. Every endeavour will be made to provide the most suitable replacement locomotive, railcar, carriage or accommodation in the circumstances however Rail Tours Australia and its carriers reserve the right to substitute vehicles of a lesser standard should this be reasonably necessary.
21. Each booking is conditional on Rail Tours Australia obtaining the minimum number of bookings required to operate that tour. In the event that sufficient numbers are not met, Rail Tours Australia reserves the right to cancel or suspend a scheduled departure. Passengers may at their option receive a full refund or transfer to another tour.
22. Rail Tours Australia reserves the right to alter or vary without notice to you the tour price advertised or printed to cover an increase in accommodation, fuel price, Government taxes and charges, or other tour related tariffs and costs.

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TOUR PARTICIPATION

23. You must be ready to join the tour at least 15 minutes before the indicated departure time for coach and rail tours (or at such other time as nominated in your pre-departure information). Once you have arrived at the departure point please check in with Rail Tours Australia staff prior to joining the tour. In the event of failure to arrive and check-in as described in this section Rail Tours Australia reserves the right to deem your ticket as cancelled due to non-attendance with no obligation to contact you or to seek your whereabouts.
24. Train tour and extended tour times in advertising material and brochures are indicative only. Final details, departure times and timetables will be forwarded to you with your ticket and travel voucher.
25. Rail Tours Australia will not allow you to commence or continue your tour if, in the opinion of any representative of Rail Tours Australia or their carrier, your mental or physical condition is such as to render you incapable of caring for yourself, likely to become objectionable to other passengers or a hazard to yourself or other passengers. Rail Tours Australia will not be held liable for any expenses as a result of a passenger being required to leave the tour.
26. The maximum weight per piece of luggage is 20 kg and the maximum size should not exceed 160 cm in volume. One case per person which is to be stored in the luggage compartment of the coach or train. For persons travelling together, two small cases are requested rather than one large case. All luggage must be lockable and clearly labeled inside and out with your name, full residential street address and home phone number. Due to space constraints, each passenger is permitted to bring onboard to the passenger compartment of the coach or train one small bag of 4 kg to be stored in the luggage racks. Luggage which exceeds these requirements may not be carried. Rail Tours Australia reserves the right to refuse carriage to any passenger who does not observe these requirements and will not be held liable for any expenses as a result of a passenger being required to leave the tour.
27. Rail Tours Australia reserve the right to remove any passenger from a tour who does not have in their possession an appropriate valid ticket or voucher and Rail Tours Australia will not be liable for any consequential costs or claims.
28. Where a tour offers participation in rail photo stops or travel to, from or through a location where normal passenger train facilities are not provided, you acknowledge and understand that any passenger who so alights, detrains or entrains does so entirely at their own risk and must, in doing so, obey any lawful instruction provided by a Rail Tours Australia representative or any other official.
29. Special dietary requirements are requested from accommodation and meal providers, but Rail Tours Australia does not guarantee that requests will always be met.
30. Sole occupancy of rooms is available at an extra cost upon request, subject to availability at time of booking. Where a single passenger is willing to share accommodation with a fellow single passenger, Rail Tours Australia will endeavour to find another of the same gender, similar age and with the similar interests. Accommodation is on a twin share basis and Rail Tours Australia accepts no responsibility of the rooming partner, and if a passenger at any time during the tour considers the rooming partner unsuitable, then Rail Tours Australia will, subject to availability, arrange for single accommodation.
31. Smoking is prohibited on all trains, coaches and road transport services.

CONTRACTUAL TERMS

32. You may not bring court or arbitration proceedings regarding a dispute unless you follow this procedure (except where you seek interlocutory relief):
 - a) A party claiming that a dispute has arisen regarding these terms and conditions must give written notice within 30 days to the other party specifying the reason for the dispute;
 - b) Within 7 days of service of the notice the parties must, in good faith, endeavor to resolve the dispute expeditiously.
 - c) If the parties cannot resolve a dispute within a further 7 days the parties must refer the dispute to mediation and appoint by mutual agreement a mediator to facilitate the process;
 - d) If the parties cannot agree on a mediator within a further 7 days then either party may request the President of the Law Society of South Australia to appoint a mediator.
 - e) Mediation shall take place within 30 days or such other period fixed by the mediator and at a venue of his/her choosing.
 - f) The cost of mediation shall be borne by the parties equally.
33. The terms and conditions contained in this document prevail over any previous terms and conditions offered by Rail Tours Australia and any representations made by Rail Tours Australia through its website or brochures or otherwise.
34. Nothing in these terms and conditions will operate to exclude, restrict or modify any provisions in the Trade Practices Act 1974 or any equivalent Australian State or Territory legislation, the exercise of a right conferred by such a provision or any liability of Rail Tours Australia for a breach of a condition or warranty implied by such a provision, where it is unlawful to do so.
35. Any covenant or agreement contained in the Contract or a whole clause or part of a clause which is invalid, unlawful, void or unenforceable shall be capable of severance without affecting any other covenant or agreement.
36. The Contract shall be governed by the laws of the State of South Australia whose Courts shall have jurisdiction over any dispute in relation to this Contract.

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