

GENERAL CONDITIONS OF CARRIAGE

1. DEFINITIONS

In this booklet:

Customer means the purchaser of a Travel Right, or the bearer of a Ticket.

General Conditions of Carriage means these general conditions of carriage.

GSR means Great Southern Railway Limited ACN 079 476 979.

Ticket means a document evidencing a Customer's entitlement to travel.

GSR Train means The Ghan, Indian Pacific, The Overland or such other train services that GSR or any related body corporate of GSR may operate from time to time.

Terms and Conditions has the meaning given in clause 2.1.

Travel Agent means a travel agent duly appointed by GSR or a related body corporate of GSR to distribute Travel Rights.

Travel Right means the right to travel on a GSR Train.

2. THE CONTRACT

2.1 Composition of Contract

GSR agrees to carry the Customer on the terms and conditions set out in:

- (a) this booklet (**General Conditions of Carriage**);
- (b) the wallet containing the Customer's Ticket;
- (c) the Ticket and the boarding pass issued to the Customer; and
- (d) any other form, document or sign given to the Customer by GSR, appearing at any terminals or on board any GSR Train utilised by GSR,

together, the **Terms and Conditions**.

2.2 Binding on Customer

These Terms and Conditions bind the Customer or the bearer of the Customer's Ticket, GSR and GSR's employees, directors, officers, servants, agents and contractors.

2.3 Inconsistency

- (a) In the event of any inconsistency between the General Conditions of Carriage and any of the other Terms and Conditions, the General Conditions of Carriage will prevail to the extent of that inconsistency.
- (b) No terms and conditions contained in or deemed to be incorporated by the Customer's reservation of a Travel Right (or any other documentation of the Customer) will apply, override or amend in any way the Terms and Conditions.

2.4 Application

The Terms and Conditions also apply where GSR transports a Customer by any means other than a GSR Train, but only to travel with GSR and not any other operator.

3. WARRANTIES, EXCLUSIONS AND LIMITATION OF LIABILITY

3.1 No Liability

- (a) In addition to any written express warranty given by GSR in relation to the services provided by GSR to the Customer (**Services**), GSR acknowledges that State and Federal legislation implies certain conditions and warranties into agreements for the supply of services which cannot be excluded, restricted or modified (**Non-Excludable Warranties**). GSR does not exclude, restrict or modify the Non-Excludable Warranties.
- (b) To the extent permissible by law, the liability of GSR under any of the Non-Excludable Warranties (including those contained in Division 2 of Part V of *The Trade Practices Act 1974*) is limited to, at GSR's discretion, re-supplying the Services, having the Services re-supplied or payment for the cost of having the Services re-supplied.
- (c) Except for the Non-Excludable Warranties, GSR excludes all other conditions and warranties implied by custom, the general law or statute.
- (d) To the extent permissible by law, GSR will not be liable for any death or personal injury, loss of, or damage to, baggage 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 GSR's negligence in any way whatsoever, including delay, or any inaccuracy with respect to information relating to transport, Services or pricing.
- (e) To the extent that the Services, or any component part of the Services, are supplied to the Customer by a third party, any warranty offered by GSR in relation to the Services or component part of the Services will be limited to GSR's right of redress (if any) against the third party supplier arising out of any alleged fault/defect in the Services.

3.2 Limits on Liability

The liability of GSR to the Customer is limited by the Terms and Conditions and the Ticket to the following amounts:

- (a) \$1,000.00 in respect of death or personal injury to the Customer;
- (b) \$100.00 in respect of destruction, loss of or damage to Checked Baggage of the Customer; and
- (c) \$50.00 in respect of the destruction, loss of or other damage to other baggage of the Customer,

or such other sums as may be prescribed by GSR.

3.3 Other Clauses

Clauses 5.4, 8.3, 8.4, 10.3, 11.1, 11.2, 11.3, 11.4 and 11.5 of the General Conditions of Carriage also apply to limit GSR's liability to the Customer. The Customer should take the time to read those clauses.

4. TRAVEL INSURANCE

4.1 Recommendation

Because GSR's liability to the Customer is limited, GSR strongly recommends that the Customer takes out travel insurance before leaving home to cover the following:

- (a) cancellation of travel arrangements due to unforeseen circumstances;
- (b) additional expenses for disrupted travel arrangements;
- (c) damaged and/or lost luggage and personal effects;
- (d) accidental death;
- (e) rental vehicle excess cover; and
- (f) personal liability.

4.2 Australian Residents

Australian residents travelling on a GSR Train are invited to contact GSR to arrange a travel insurance policy specifically tailored for rail Customers. Unfortunately, these policies are restricted to residents of Australia only.

4.3 Visitors

Visitors to Australia should contact their local insurance provider before leaving their country of origin to affect a more comprehensive travel insurance plan.

5. HEALTH

5.1 Refusal to Confirm or Permit Boarding

GSR may refuse to confirm the Customer's reservation, boarding or remove the Customer from a GSR Train, without any liability on its part, if:

- (a) the Customer suffers from any illness, injury, disease or other medical condition which makes travel unsafe for the Customer, other Customers or employees;
- (b) the Customer is pregnant and has reached the 30th week of the pregnancy (an "advanced pregnancy");
- (c) the Customer has a complicated or multiple pregnancy;
- (d) the Customer has not complied with GSR medical requirements contained in GSR's Fitness for Travel Policy in force and as amended from time to time;
- (e) the Customer's mental or physical state is a danger or risk to the Customer, GSR Trains or any other Customer on board;
- (f) permitting the Customer to board GSR Trains and travel may put the Customer's safety or health in danger or at risk;
- (g) permitting the Customer to board GSR Trains and travel may put other Customers and employee's safety or health in danger or at risk.

5.2 Obligation to Inform

Prior to making a reservation for travel on GSR Trains, it is the Customer's obligation to inform GSR of special assistance that may be required to board, disembark, and manoeuvre on GSR Trains during the journey. Prior to making a reservation with GSR, the Customer must also inform GSR if the Customer has an illness, disease, injury or other medical condition, including advanced, complicated or multiple pregnancy which may make it unsafe for the Customer, other Customers or employees traveling on board our trains.

5.3 Requirement for Medical Certificate

If the Customer suffers from an illness, disease, injury or other medical condition or is pregnant, GSR may require the Customer to provide a medical certificate from a registered/ licensed medical practitioner giving clearance for travel within 14 days of the commencement of the Customer's travel.

5.4 No Liability

If the Customer suffers from any illness, disease or other condition or has an advanced, complicated or multiple pregnancy and the Customer fails to advise GSR of these circumstances, GSR accepts no liability for death or personal injury or any other consequences arising from these medical conditions which occur during the Customer's journey with GSR.

6. RESERVATIONS

6.1 When Made

A reservation for travel on a GSR Train is made when GSR (or a Travel Agent from which the Customer has purchased a Travel Right) advises the Customer that the reservation has been accepted and confirmed.

6.2 Payment

Payment or credit arrangements for the reservation must be made within 14 days of the reservation and at least 30 days prior to commencement of travel. If payment is not received by GSR or its authorised Travel Agent within these dates, the reservation may be cancelled without further notice to the Customer.

6.3 Alteration or Cancellation

Some fare types may have restrictive conditions attached to them such that the Customer may not change or cancel any reservation or may do so only to a limited extent or upon paying an additional service fee. A reservation may be changed or cancelled only by GSR or its authorised Travel Agent. GSR may require proof of identity before permitting a reservation to be altered or cancelled.

6.4 Unused Reservations

Failure to use a reserved seat for whatever reason may result in GSR requiring the Customer to pay a service fee. GSR may also cancel any onward or return reservations in the Customer's name and may also allocate the Customer's seat to someone else without further notice to the Customer.

6.5 Specified Reservation

Subject to the Terms and Conditions, the Customer will only be permitted to travel on a GSR Train if the Customer has a specified reservation, in a specified class of service, and on a specified date and journey. If the Customer's Ticket is open-dated, a reservation must be made prior to being entitled to travel.

7. FARES

7.1 GST

All prices and fares quoted by GSR are GST inclusive.

7.2 Not Inclusive

Unless specified otherwise, each fare charged by GSR covers the Customer's journey and the Customer's allowed baggage from the terminal of departure specified on the Ticket to the terminal of destination specified on the Ticket. Any other services must be paid for separately.

7.3 Guide Dogs

If the Customer is sight or hearing impaired, the fare paid to travel on a GSR Train will include carriage of a guide dog (to be provided by the Customer), provided that:

- (a) the Customer notifies GSR, when making a reservation, of the requirement for carriage of a guide dog on the GSR Train; and
- (b) upon request by GSR, the Customer makes available for inspection by GSR, the guide dog's health and vaccination certificates, and all other documents required by any applicable law, regulation, or order.

7.4 Right to Alteration

GSR reserves the right to alter, increase or restructure any fare on short notice.

7.5 Taxes

All fares are inclusive of Government taxes and charges applying at the date of reservation. GSR reserves the right to increase or decrease the fares prior to travel to reflect any changes to Government taxes and charges after that date.

8. TICKETS AND SEATING

8.1 Check in

The Customer must not board a GSR Train without first checking in with the GSR representative/employee at the applicable place of boarding.

8.2 No Guarantee

- (a) GSR does not guarantee any particular seat to any Customer.
- (b) The Customer must either:
 - (i) accept any seat allocated on a GSR journey, even if it involves a downgrade; or
 - (ii) wait until the next applicable GSR journey on which a seat is available in the class of service paid for.

8.3 Lost, Stolen or Damaged Tickets

- (a) GSR is not obliged to replace or give refunds for damaged, stolen or lost Tickets. If, in the absolute discretion of GSR, GSR replaces a lost, stolen or damaged Ticket, GSR reserves the right to charge the Customer a service fee for issuing that replacement.
- (b) Tickets are personal to the Customer in whose name the Ticket is issued. If the Customer's Ticket is presented to GSR by a person other than the Customer, and that person is given a replacement or a refund, GSR is under no obligation to refund or replace the Ticket to the Customer in whose name the Ticket may have originally been issued.
- (c) If the Customer's Ticket is lost or stolen, the Customer must notify GSR immediately.

8.4 Validity

- (a) Subject to clause 8.4(b), or unless specified otherwise on the Ticket, a Ticket is valid for one year from its date of issue.
- (b) The validity of a Ticket may be extended by GSR, in GSR's absolute discretion, until such time as the Customer obtains a seat in the class paid for, in the following circumstances:
 - (i) if GSR:
 - (A) cancels the journey specified on the Customer's Ticket;
 - (B) omits a scheduled stop, being the Customer's place of departure, destination or stopover;
 - (C) fails to operate a journey reasonably according to the applicable schedule;
 - (D) causes the Customer to miss a connection on another GSR Train; or
 - (E) is unable to supply a previously confirmed seat (provided the reservation was made reasonably in advance of the date of departure, which may be more than one month in heavily booked seasons or on popular routes); or
 - (ii) if the Customer:
 - (A) becomes ill, or is certified by a registered/licensed medical practitioner as being unfit to travel. In these circumstances, the validity of the Ticket and Tickets of any of the Customer's immediate family accompanying the Customer, may be extended until:
 - (I) the Customer is certified as fit to travel by a registered/licensed medical practitioner and can be booked on GSR's first journey from the point where the Customer's travel resumes and on which seats are available in the class of service paid for; or
 - (II) three months after the date of the medical certification if remaining travel coupons in the Tickets involve one or more stopovers;

- (B) die on route. In these circumstances, the Tickets held by the persons accompanying the Customer may, at GSR's discretion, be varied by waiving any minimum stay requirements or extending the validity of those Tickets; or
- (C) has an immediate family member who dies while the Customer is traveling on a GSR Train. In these circumstances, the Ticket and the Ticket of any immediate family member accompanying the Customer, may at GSR's discretion, be varied by waiving any minimum stay or extending the validity of the Ticket.

Extensions due to death will only be granted upon receipt of a valid death certificate, and for no more than 45 days after the date of death.

9. BAGGAGE

9.1 Permissible Baggage

Provided the Customer's baggage:

- (a) does not exceed GSR's limits or is accepted and paid for by the guests as excess baggage;
- (b) is not, in the complete discretion of GSR, considered inappropriate or unsafe because of its size, shape, weight or character;
- (c) is appropriately packed and identified for travel; and
- (d) is not prohibited or restricted in accordance with this clause;

the Customer may take the following baggage on board:

(e) Cabin Baggage (subject to clause 9.6):

- Gold Kangaroo Service Twin Sleeper Cabin – one travel bag not exceeding 20kgs in weight and no larger than 70 x 60 x 50cm (length x height x width) plus one piece of hand luggage ie. garment bag, cabin bag or briefcase;
- Gold Kangaroo Service Single Sleeper Cabin – one travel bag not exceeding 20kgs in weight and no larger than 50 x 30 x 30cm (length x height x width) plus one piece of hand luggage ie. garment bag, cabin bag or briefcase;
- Red Kangaroo Service Sleeper Cabin – one travel bag not exceeding 20kgs in weight and no larger than 50 x 30 x 30cm (length x height x width) plus one piece of hand luggage ie. garment bag, cabin bag or briefcase;
- Red Kangaroo Service Daynighter Seat – one travel bag not exceeding 20kgs in weight and no larger than 50 x 30 x 30cm (length x height x width).

Occupational Health and Safety Legislation provides guidelines outlining the safe weight that can be lifted by GSR staff. We appreciate the Customer's co-operation.

(f) **Checked Baggage (subject to clause 9.6):**

2 items not exceeding 20 kg each and not exceeding 180 linear centimetres may be conveyed free of charge in the luggage car. Excess luggage prices on application. Due to space constraints, the Customer should only take on board hand luggage required for their journey. Remaining luggage should be checked in up to 30 minutes before departure. Unchecked luggage is carried at the Customer's risk. Cardboard, plastic or wooden boxes, garbage bags or tea chests will not be accepted as baggage. Bags should be secured and carry the Customer's name, destination and contact phone number both inside and outside the bag. Explosive, combustible and inflammable materials are prohibited. Items such as foodstuffs, plants, animals and furniture cannot be accepted as personal luggage.

An infant's stroller or carry basket is included as part of checked baggage.

(g) **General:**

The Customer is entitled to carry on board a handbag, pocket book or purse appropriate to normal travel dress which is not being used as a container for the transportation of articles which would otherwise be regarded as baggage; an overcoat, wrap or blanket; an umbrella or walking stick; a small camera and/or pair of binoculars; a reasonable amount of reading matter for the journey; an infant's food for consumption during travel; an infant's carry basket; a fully collapsible wheelchair and/or a prosthetic device if the Customer is dependent upon them. Wheelchairs may be used to board the GSR Train and then may be stowed in the baggage van.

9.2 Prohibited Items

Under no circumstances is the Customer permitted to carry the following Prohibited Items as either Cabin Baggage, Checked Baggage or on the Customer's person:

- (a) knives, weapons and firearms of any type. (Exceptions exist for firearms and ammunition for hunting or sporting purposes. These must be packed in accordance with all applicable laws and regulations. GSR's approval in writing must be obtained for the carriage of these items, which approval may be withheld at GSR's sole discretion. Applications to carry firearms and ammunition must be submitted at least two working days prior to the anticipated departure date);
- (b) items that may become or are dangerous, such as compressed gases, corrosives (such as wet seal batteries, items containing mercury, bleaches, acids and alkalis), explosives (including fire works and flares), flammables (such as paints, thinners or petroleum products), oxidizing materials (such as hydrogen peroxide), poisons (such as pesticides and herbicides), radioactive material;
- (c) items prohibited by any applicable law, regulation or order; and
- (d) animals (with the exception of guide dogs),

9.3 Excess Baggage

All baggage must comply with applicable size and weight restrictions permissible for each class of travel set out on the Ticket and in this clause 9. Any Baggage in excess of the permissible amount set out in this clause 9 may be refused carriage by GSR or may, if appropriate, be included in Checked Baggage, provided the appropriate fee is paid to GSR.

9.4 Searches

If GSR has reasonable cause to believe that the Customer is carrying a Prohibited Item either in their baggage or on their person, GSR, government and authorised officers may, subject to applicable laws, search or inspect the Customer's baggage, and/or require the Customer to submit to clothing and body searches.

9.5 Consequences of Carrying Prohibited Items

If the Customer, upon request by GSR, or government or authorised officers, refuses to submit to a search in accordance with clause 9.4, or if Prohibited Items are found as a result of a search, GSR may refuse to carry the Customer and the Customer's baggage and may deliver the baggage to government authorised officers or dispose of any Prohibited Item without notice to the Customer.

9.6 Additional Restrictions on Checked Baggage

- (a) Checked Baggage must not include:
 - (i) fragile, delicate or perishable items (including food items);
 - (ii) medicine;
 - (iii) money, jewellery, precious metals, silverware, negotiable papers, securities or other valuable items (e.g. cameras and electronic equipment);
 - (iv) commercial goods or documents; or
 - (v) passport and other travel documents.
- (b) These items may be included in Cabin Baggage under the Customer's care, provided those items comply with applicable size and weight limitations. However, the Customer must notify GSR if they intend to carry fragile or delicate items in Cabin Baggage and the Customer must pay any applicable fees.
- (c) GSR accepts no liability for loss of or damage to items included in clause 9.6 (a), and these items should be separately insured by the Customer.
- (d) GSR may refuse to carry valuable items, including but not limited to money and jewellery, unless the Customer provides proof of insurance of those valuables.

9.7 Baggage Receipt

- (a) A baggage receipt will be issued to the Customer at check-in for any Checked Baggage. Baggage will only be released to the Customer upon the presentation of the baggage receipt to GSR at the point of destination.
- (b) In the event that the Customer's baggage receipt has been lost, stolen or damaged, and the Customer does not notify GSR of this, GSR accepts no responsibility for lost, damaged or stolen baggage receipts and does not accept any liability for baggage which is lost, stolen or damaged as a result of a person other than the Customer collecting the Customer's baggage.
- (c) If the Customer claims that GSR is in possession of baggage belonging to the Customer, but does not have a baggage receipt, GSR will release that baggage to the Customer only on:
 - (i) proof of identity and entitlement to the baggage;

- (ii) the Customer indemnifying GSR in writing against any loss, damage or expense incurred as a result of that release; and
- (iii) the Customer's compliance with any other applicable directions given by GSR in relation to that baggage.

9.8 Baggage Collection

- (a) Subject to this clause 9, Checked Baggage is available for collection as soon as possible at the end of the Customer's journey.
- (b) Any Checked Baggage not collected or Cabin Baggage left on a GSR Train which remains unclaimed for 90 days after completion of the journey, may be sold or otherwise disposed of by GSR without further notice to the Customer and without the incurring of liability on the part of GSR.
- (c) GSR is not liable for any loss or damage suffered by the Customer as a result of leaving baggage on a GSR Train upon disembarkation.

10. CHECK-IN

10.1 Present Ticket

Upon arrival at the terminal of departure, the Customer should proceed to the GSR check-in counter to present the Customer's Ticket, baggage and if appropriate, medical certificates.

10.2 Confirmation of Timetable

The Customer should confirm with GSR the departure time of the GSR Train and ensure that the Customer checks-in sufficiently in advance of the scheduled departure time to complete all formalities. GSR will notify the Customer of the latest time by which the Customer should check-in.

10.3 Failure to Check In

- (a) If the Customer fails to check-in, for whatever reason, GSR may cancel the Customer's reservation, refuse to carry the Customer, and/or require the Customer to pay an additional service fee.
- (b) GSR is not liable to the Customer for any loss or damage suffered as a result of failing to check-in prior to the scheduled departure.

11. TIMETABLES AND SCHEDULES

11.1 No Liability

GSR will endeavor to ensure that its published timetables and schedules are accurate and that all its employees and authorised agents are aware of train departure and arrival information. However, GSR accepts no liability for any loss, damage, delay (including consequential loss) incurred by the Customer as a result of information contained in timetables and schedules being incorrect or changed without notice to the Customer.

11.2 Acknowledgement by Customer

The Customer acknowledges that GSR does not and cannot guarantee that timetables and schedules are accurate, and the Customer must check departure and arrival times with GSR on the day of travel.

11.3 No Guarantee of Carriage

GSR will use its best efforts to carry the Customer and the Customer's baggage reasonably and for the duration of the journey specified on the Customer's Ticket, but does not guarantee that it will be able to do so.

11.4 Substitute Services

If the Customer has a confirmed reservation, and GSR:

- (a) fails to carry the Customer on the reserved journey;
- (b) delays the reserved journey;
- (c) fails to stop at a station of destination specified on the Customer's Ticket; or
- (d) cancels the journey for which the reservation relates,

GSR will, if possible, and in its absolute discretion:

- (e) carry the Customer on another scheduled service on which space is available;
- (f) reroute the Customer to the next stopover or destination specified on the Customer's Ticket by any form of transport, at no additional cost to the Customer;
or
- (g) give the Customer a refund in accordance with its policy,

although GSR is not obliged to do any of the above things, and may, in its absolute discretion, refuse to refund the cost of the Ticket to the Customer.

11.5 No Liability for Other Carriers

GSR is not liable for any loss or damage suffered in relation to a Customer missing a connecting journey on another carrier, as a result of any cancelled or delayed GSR journey.

12. CUSTOMER'S CONDUCT

12.1 Denial of Boarding

GSR may deny the Customer the right to board a GSR Train or may refuse to carry the Customer or remove the Customer from a GSR Train and may confiscate the Customer's Ticket, without any liability on its part, for the following reasons:

- (a) safety or security reasons, including the Customer's refusal to undergo a search or security check or to comply with any applicable law, regulation or order;
- (b) because the Customer's identity is in doubt;
- (c) because the Customer's Ticket has not been paid for, or has been reported lost or stolen, has been acquired unlawfully, transferred, acquired from someone other than GSR or its authorised agents, or contains an unauthorised, altered or otherwise invalid coupon or is counterfeit; or
- (d) because the Customer:
 - (i) fails to comply with any direction of any crew member;
 - (ii) has not complied with GSR's directions on medical requirements;

- (iii) is in a questionable physical, mental or medical state;
- (iv) requires special assistance;
- (v) may be endangered by travelling; or
- (vi) may cause discomfort to or be objectionable to other Customers, or may cause risk to itself, others or property.

12.2 Undertakings

The Customer undertakes to comply with GSR's requirements and directions given during the journey by any means including the directions of any crew member, and specifically undertakes NOT to:

- (a) stow Cabin Baggage under the seat, in front of any Customer (including the Customer), or in the overhead racks;
- (b) sleep in aisles or doorways;
- (c) smoke in any area of the train;
- (d) drink any alcohol other than that provided by GSR and then only in moderation; or
- (e) behave offensively towards other Customers.

13. REFUNDS

13.1 No Obligation

Subject to the Terms and Conditions, GSR is not obliged under any circumstances whatsoever, to refund the purchase price of the Customer's Ticket.

13.2 Validity

Except where prohibited by restrictions on the type of fare paid for, GSR may, subject to clause 13.3, refund the price of a Ticket or any unused portion of that Ticket to a Customer provided that the Ticket is valid and is surrendered in its entirety to GSR. Authorised agents of GSR are not permitted to give refunds.

13.3 Reasons for Refunds

GSR may, but is not obliged to, provide a refund to the Customer, of all or a portion of the Ticket price if GSR:

- (a) is unable to carry the Customer and the Customer had a confirmed reservation;
- (b) delays the Customer's journey to the extent that the Customer had to cancel travel plans;
- (c) downgrades the Customer from the class paid for;
- (d) fails to stop at a station or destination specified on the Customer's ticket; or
- (e) cancels a journey.

13.4 Amount of Refund

Except where prohibited by restrictions on the fare type, if a refund is to be provided by GSR to the Customer, then GSR will refund to the Customer:

- (a) if no part of the Ticket has been used - an amount equal to the fare paid (less any applicable fees); or
- (b) if part of the Ticket is used- the difference between the fare paid and the fare for the part of the Ticket used (less any applicable fees).

13.5 Recipient of Refund

The refund will be paid to the person who paid for the Ticket or to the person named on the Ticket.

13.6 Lost or Stolen Tickets

GSR is not obliged to replace lost, stolen or damaged Tickets or give a refund for lost, stolen or damaged Tickets.

14. PERSONAL INFORMATION

- (a) The Customer acknowledges and agrees that GSR may collect, use and disclose the Customer's personal information:
 - (i) to provide services to the Customer, including answering queries, providing requested information regarding travel options, packages and other activities, arranging and making reservations for travel, packages and activities on behalf of the Customer, invoicing the Customer for confirmed travel arrangements, and completing related transactions;
 - (ii) to provide the Customer with updates and other information about travel options, packages and other activities that can be booked through GSR, and other information about the goods, services and activities offered by GSR or third parties. The Customer may notify GSR at any time if they do not wish to receive this information;
 - (iii) for administrative purposes and all other purposes reasonably associated with GSR's business; and
 - (iv) as required or authorised by law.
- (b) The Customer acknowledges and agrees that GSR may disclose the Customer's personal information:
 - (i) to third parties for the purpose of processing and making reservations for the Customer's Travel Right, accommodation and activity arrangements and to facilitate other transactions in relation to those arrangements (including without limitation disclosing the Customer's information to accommodation and activity providers and other carriers who will be providing the Customer with goods or services in relation to the Customer's travel plans); and
 - (ii) to agents, contractors and service providers who act on GSR's behalf or who provide goods or services to GSR (the identity of which may change from time to time). Your personal information may be disclosed between GSR and any of its related bodies corporate.
- (c) The Customer may seek access to any personal information that GSR holds about the Customer at any time (although some requests may be denied in certain circumstances). GSR will correct any information that GSR considers is inaccurate, incomplete or out-of-date.
- (d) It is important that GSR collects the information it requires about the Customer. Without this information, GSR may not be able to provide the Customer with its travel and accommodation information and reservation services.

- (e) Full details of GSR's privacy practices regarding personal information are contained in GSR's Privacy Policy. To request access to any personal information that GSR holds about the Customer, to request a copy of GSR's Privacy Policy, or to enquire generally about privacy matters, please write to GSR's Privacy Officer.

15. MISCELLANEOUS

15.1 Governing Law

The Terms and Conditions are governed by the law applicable in the State of South Australia and each party submits to the exclusive jurisdiction of the courts of that State, regardless of where a Ticket may be issued.

15.2 Severability

Each clause in the Terms and Conditions is severable from the others and if one is found to be unenforceable, this will not affect the validity of the others.

15.3 Waiver

A provision of the Terms and Conditions may not be waived except in writing signed by GSR.

15.4 No variation

No employee of GSR or other person is authorised to vary the Terms and Conditions.

15.5 Food on Board GSR Trains

The Customer may take on board a reasonable quantity of food for personal consumption during a journey, as long as it conforms to the requirements set out below:

- (a) It is prohibited to take on board food that:
 - (i) contravenes health or quarantine regulations
 - (ii) needs preparation, cooking or re-heating
 - (iii) may perish during the course of the journey
 - (iv) could cause offence to others, by way of its appearance or smell
 - (v) could stain or damage carriage furniture
 - (vi) may pose a risk to health of staff or other guests
 - (vii) does require refrigeration
- (b) hot water will not be made available to the Customer to make up a food item which is available for purchase on board (For example: tea bags, noodles, soup)
- (c) rigid food carriers (For example: picnic hampers and eskys) are not permitted on board and must travel in the luggage van, providing they comply with GSR's luggage terms and conditions
- (d) the food service carriage of the train is reserved for those purchasing food on board. The Customer may not consume their own food or beverages in this carriage
- (e) Alcohol cannot be taken on board for consumption. Permission to carry any alcohol must be sought from the Train Manager and permission will only be granted in exceptional circumstances

The Customer must comply with all directions of onboard staff in regards to all matters pertaining to these guidelines. These guidelines may be subject to revision without notice.

15.6 No Smoking Policy

All GSR Trains are entirely smoke free in accordance with the NSW Smoke-Free Environment Act 2004, the SA Tobacco Productions Regulation Act 1997 and the WA Health (Smoking in Enclosed Public Places) Regulations 2004.

The Customer agrees to comply with GSR's No Smoking Policy in force and as amended from time to time.