

MOTORAIL CONDITIONS OF CARRIAGE

1. The Contract

1.1 Composition of Contract

Great Southern Rail Limited (ACN 079 476 949) agrees to carry your vehicle, 'Your Vehicle', on the terms and conditions set out here.

1.2 Inconsistency

In the event of any inconsistency between the terms and conditions set out here and the terms and conditions appearing anywhere else, the terms and conditions set out here will prevail.

1.3 Binding on Guest

The terms and conditions set out here bind you or the bearer of your ticket, GSR and GSR's employees, directors, officers, servants, agents and contractors.

1.4 No Variation

No GSR employee or other person is authorised to vary any of these written terms and conditions.

2. Limited Liability

2.1 No Liability

Except as otherwise provided by the terms and conditions, and to the maximum extent permitted by law:

- a) GSR is not liable for death of or injury to any person, for loss of or damage to Your Vehicle or any baggage or goods carried in or attached to Your Vehicle, for delay, or for consequential or other loss of any kind, arising directly or indirectly from negligence or omission or some other cause in connection with the provision or non-provision of any transport services;
- b) GSR and its agents are not liable for any inaccuracy in any information concerning carriage of Your Vehicle, services, or their pricing;
- c) GSR and its agents are not liable for any losses suffered by you or any claims made against GSR resulting from loss or damage to property or injury to persons caused or arising out of the carriage by GSR of Dangerous Goods whether or not declared by you.
- d) GSR and its agents are not liable for any losses or damage caused by Your Vehicle being in an overloaded condition that affects the manufacturer's normal line of suspension.
- e) GSR and its agents are not liable for any losses or damage caused by roof racks, weather shields, louvers and other accessories not being removed prior to loading.
- f) GSR and its agents are not liable for any losses or damage caused to vehicles travelling at "Owner's Risk".
- g) GSR and its agents are not liable for any losses or damage caused by or to Non Factory fitted accessories.

2.2 Resupply

Any liability of GSR for breach of any provision of or term implied by Division 2 of Part V of the Trade Practices Act 1974 (Commonwealth) or equivalent State legislation shall not exceed resupply of the service in question or payment of the cost of the supply.

2.3 Limits on Liability

Liability of GSR to the guest is limited by the terms of this agreement and the ticket to the following sums:

- AUD \$250.00 in respect of destruction, loss of or damage to Your Vehicle;
- AUD \$100.00 in respect of destruction, loss of or damage to other baggage or goods carried in or attached to Your Vehicle, or such other sums as are prescribed.

2.4 Other Clauses

In this document, Clause 6.4 also applies to limit GSR's liability to you. You should take the time to read those clauses.

3. Carriage

Carriage shall commence when GSR takes possession of Your Vehicle. Carriage shall end when the Goods are tendered at the destination terminal. You must collect your vehicle by close of business on the day of arrival at the destination terminal.

4. Insurance

Because GSR's liability to you is limited, we recommend that you obtain transit insurance to cover:

- damage to Your Vehicle;
- damage to goods carried in or attached to Your Vehicle;
- loss of goods carried in or attached to Your Vehicle.

5. Condition of Your Vehicle

GSR may refuse to confirm your reservation or refuse to load Your Vehicle at any time if, in the opinion of GSR or its employees, directors, officers, servants, agents and contractors:

- Your Vehicle is in an unsafe condition;
- the carriage of Your Vehicle may result in damage to GSR property or to other vehicles;
- the physical characteristics and dimensions of Your Vehicle may result in or cause damage to Your Vehicle as a result of carriage.

6. Contents of Your Vehicle

6.1 Prohibited Items

Under no circumstances are you permitted to carry in Your Vehicle the following Prohibited Items:

- knives, weapons and firearm 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);
- items that may become or are dangerous, such as compressed gases, corrosives (such as wet seal batteries, items containing mercury, bleaches, acids and alkalies), explosives (including fireworks and flares), flammables (such as paints, thinners, or petroleum products), oxidising materials (such as hydrogen peroxide), poisons (such as pesticides and herbicides), radioactive material unless they are packed or carried in accordance with all applicable laws and regulations;
- items prohibited by any applicable law, regulation or order;
- animals.

You indemnify GSR against all losses suffered and claims made against GSR resulting from loss or damage to property or injury to persons caused or arising out of the carriage by GSR of Prohibited Items whether or not declared by you.

6.2 Searches

If GSR has reasonable cause to believe you are carrying a Prohibited Item, either in your baggage or on your person, GSR, government or authorised officers may search or inspect Your Vehicle and its contents.

6.3 Consequences of Carrying Prohibited Items

If you refuse to submit to a search of Your Vehicle, or if Prohibited Items are found as a result of a search, GSR may refuse to carry you and Your Vehicle and may deliver Your Vehicle to government authorised officers or dispose of any Prohibited Items without notice to you.

6.4 Additional Restrictions on items carried in or attached to Your Vehicle

Items carried in or attached to Your Vehicle must not include:

- fragile, delicate or perishable items (including food items);
- medicine;
- money, jewellery, precious metals, silverware, negotiable papers, securities or other valuable items (eg. cameras and electronic equipment);
- commercial goods or documents;
- passports and other travel documents.

GSR accepts no liability for loss of or damage to items included in this sub-clause and these items should be separately insured. Further, GSR may refuse to carry valuable items such as jewellery, money etc. unless you

can show proof of insurance of those valuables.

7. Miscellaneous Provision

7.1 Governing Law

Wherever the ticket is issued, the ticket and carriage or services supplied in relation to the ticket, are governed by the law in force in the State of South Australia.

7.2 Severability

If any term of this contract or the terms on the ticket fail to have all, some or any effect, or causes any other term to fail at all to have any effect, it shall be read down or severed to preserve the rest of these items.

General Motorail Information

Vehicle Sizes

The size of the vehicle dictates whether or not it can be transported by Great Southern Rail. Vehicle height restrictions into and out of each state are as follows:

Perth (WA)	1.94m (incl. roof racks etc)
Melbourne (VIC)	1.54m (incl. roof racks etc)
Sydney (NSW)	1.57m (incl. roof racks etc)
Alice Springs (NT)	2.00m (incl. roof racks etc)
Adelaide (SA)	1.54m (incl. roof racks etc)

The height restrictions of all vehicles booked by Great Southern Rail are advised at time of making the initial reservation and this advice is noted in the reservation comments. On the day of departure, should the vehicle be over the maximum height restriction advised, then the vehicle cannot be transported, and subsequent cancellation fees will apply. It is the sole responsibility of the vehicle owner to measure their vehicle and ensure that it is within the height specifications prior to payment and delivery to the terminal of origin. The maximum width of vehicle that can be transported by Great Southern Rail into and out of all destinations is 2.20m wide.

Inner Wheel Tracks into and out of all destinations are to be no less than 0.93m

Outer Wheel Tracks into and out of all destinations are to be no more than 1.89m

Trailers

Trailers are considered to be another vehicle, separate to the vehicle towing the trailer and hence is charged accordingly. The length of a Trailer (including the towbar) must not exceed the maximum vehicle length of 7.00m. Trailers and collapsible camper trailers must be attached to the motor vehicle in tow.

Motor Cycles

- Motorcycles can not be accepted for carriage on GSR trains as independent motor vehicles in their own right.
- Motorcycles can only be accepted if they form the contents of a bona fide motorcycle trailer equipped with appropriate wheel channels and securing devices.
- Trailers containing motorcycles must be attached to a towing vehicle at all times and will not be carried independently.
- Trailers must comply with normal dimensional requirements for carriage of vehicles on Motorail.
- Motorcycles loaded on trailers must be securely attached and incapable of shifting in transit.
- Fuel must be removed from motorcycle fuel tanks before transport on Motorail.
- GSR reserves the right to refuse to carry trailers if in GSR's view the motorcycles are not adequately secured for transit.
- Motorcycles carried on trailers will be deemed as "contents" and carried entirely at Owners Risk.

Vehicles Accompanied by a Guest

The motorail accompanied fares apply to one vehicle per paying guest. If a trailer or collapsible camper trailer is attached and this is accompanied by one paying guest, the charge is calculated at the accompanied fare for each vehicle. When two vehicles are accompanying one paying guests, the first vehicle is charged at the accompanied rate and the second vehicle at the unaccompanied rate.

Vehicles Unaccompanied by a Guest

Unaccompanied vehicles are carried by Great Southern Rail subject to availability. All vehicles must be collected upon arrival of the service into its destination. As of 1 April 2007 unaccompanied vehicles cannot be booked from one train to another. Unaccompanied vehicles can only be booked on the same train on an entire journey with no stopovers.

Loading Requirements

Vehicles must be registered at the time of being transported by Great Southern Rail. Vehicles must be roadworthy at the time of being transported by Great Southern Rail. Great Southern Rail may refuse to confirm a guest's reservation or refuse to load a vehicle at any time if the vehicle is in an unsafe condition or if the vehicle may result in damage to Great Southern Rail property or any other vehicle. Petrol or flammable liquids or commodities in drums or containers (excluding the vehicle fuel tank) must be removed from the vehicle prior to loading. If such items remain within the vehicle, the vehicle owner will be liable for any damages incurred. All aerials must be lowered prior to loading to be lower than the vehicle roof height. Vehicles must not be overloaded as there is a raised section in the floor of the motorail wagon which could result in damage to the fuel tank, exhaust and independent suspension.

Loading Requests

Great Southern Rail will not accept requests nor provide guarantees for vehicle placements/ positioning on motorail services.

Vehicle Check-in

Vehicles are to be checked in on the day of departure as advised by the Sales Consultant at the time of reservation. Any vehicles that arrive after this deadline of delivery are subject to not being loaded and awaiting the next available service. Should vehicles miss the loading deadline, then subsequent cancellation fees apply. Vehicle owners are required to fully secure the vehicle and proceed to the Motorail Check-in counter with the vehicle keys. A Great Southern Rail representative will then conduct a vehicle inspection in conjunction with the guest/ owner and complete a Motorail Vehicle Inspection Form. Vehicles will be loaded and unloaded only by Great Southern Rail representatives/ staff. Keys to the vehicle will be conveyed by the Train Manager or Guest Services Supervisor to the destination after the vehicle has been loaded at its origin.

Vehicle Collection

Vehicles will be unloaded at the destination by a Great Southern Rail representative/ employee. Vehicles being unloaded will be available for collection approximately 90 minutes after arrival. Guests are required to present their ticket as identification at the time of vehicle collection.

Non Collection of Vehicles

If a vehicle is not collected on the day of arrival at the destination terminal, it shall be stored at the owner's expense and risk for a fee of \$50.00 per day or part thereof, commencing the day following the day of arrival.

Luggage Stored in Vehicles

Luggage can be carried in a vehicle at the owner's risk, providing that it does not impair the driver's vision and does not weigh the vehicle down to affect clearance limits. No luggage, surfboards etc. can be carried on the roof of a car. Great Southern Rail reserves the right to charge for any items other than bona fide luggage conveyed in the vehicle. Guests are not permitted to access their vehicle during transit.

Objects on Vehicles

Canoes, dinghies, small boats, luggage or other similar bulky items are not permitted to be conveyed attached to the roof of any motor vehicle even if the maximum loaded height does not exceed the maximum height limit.

Vehicle Covers

Motor vehicles must not be covered with tarpaulins or covers of any kind.

Insurance

Great Southern Rail's insurance does not cover motor vehicles. It is recommended that vehicle owners liaise with the company that presently insures the vehicle.