



# THE RAIL MOTOR SOCIETY INC.

Incorporated under the Associations Incorporation Act, 2009  
Accredited under the Rail Safety National Law, 2012 (NSW)  
Accredited under the Rail Safety National Law, 2017 (Qld)  
Accredited under the Rail Safety National Law, 2013 (Vic)  
Accredited under the Rail Safety National Law, 2014 (ACT)

ABN 23 599 077 581

ADDRESS ALL CORRESPONDENCE TO:  
The Operations Manager  
Post Office Box 108  
MORPETH N.S.W. 2321

PATRON  
Rear Admiral Peter Sinclair AC

## STANDARD TERMS AND CONDITIONS FOR TRAIN HIRE

1. The provision of the proposed service ("the service") is subject to access to operate on the national railway network ("the network") being granted to the Rail Motor Society ("RMS") by the respective network owners on the proposed date(s).
2. Unplanned closure of *the network* due to accidents, derailments, urgent track maintenance or other emergency situations is outside of the control of the *RMS*. The *RMS* will not be liable for any losses incurred by the Customer as a result of the truncation or cancellation of *the service* due to factors outside of its control.
3. In the event of cancellation of *the service*, the total liability of the *RMS* shall be limited to the refund of all amounts paid by the Customer under these Terms and Conditions.
4. In the event of truncation of *the service* due to conditions stated in Clause 2, the total liability of the *RMS* shall be limited to reducing the charge to that equivalent to the price for the provision the truncated service.
5. The Customer will pay the *RMS* a "Booking Fee" of \$1,000 or 10% of the quoted charge (whichever is the greater) upon acceptance of the quotation for *the service*.
6. The Customer will pay the balance of the quoted charge (that is the quoted charge less the *Booking Fee*) 7 days before *the departure date*.
7. If the Customer cancels *the service* more than 8 weeks before to *the departure date* then the *RMS* will fully refund the *Booking Fee*.
8. If the Customer cancels *the service* less than 8 weeks before *the departure date* but more than 4 weeks before *the departure date*, the *RMS* reserves the right to withhold up to 50% of the *Booking Fee* to cover out-of-pocket expenses incurred by the Society.
9. If the Customer cancels *the service* less than 4 weeks before *the departure date*, the *Booking Fee* will be forfeited to the *RMS*.
10. If the *RMS*, for any reason, cancels *the service*, the total liability of the *RMS* shall be limited to the refund of all amounts paid by the Customer under these Terms and Conditions.
11. All prices quoted include the Goods and Services Tax ("GST"). The *RMS* is registered for *GST* and Tax Invoices will be issued.

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