



THE RAIL MOTOR SOCIETY INCORPORATED

Incorporated under the Associations Incorporation Act, 2009
Accredited under the Rail Safety National Law, 2012 for
operations in New South Wales, Queensland, Victoria,
the Australian Capital Territory and South Australia.

ABN 23 599 077 581

ADDRESS ALL CORRESPONDENCE TO:

The Operations Manager

Post Office Box 108

MORPETH N.S.W. 2321

Phone: (02) 4909 3195

Mobile: (0416) 224 531

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STANDARD TERMS AND CONDITIONS FOR TRAIN HIRE

1. The supply of the proposed service (*the service*) is subject to access to operate on the national rail network (*the network*) being granted to the Rail Motor Society (*RMS*) by the relevant network owners on the proposed date(s).
2. Closure of *the network* due to accidents, derailments, track maintenance, prevailing weather conditions 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* due to conditions stated in Clause 2, 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 standard 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 in processing the application.
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* will be limited to the refund all amounts paid by the Customer under these Terms and Conditions.
11. *RMS* reserves the right to substitute rolling stock when required to meet operational and maintenance requirements.
12. All prices quoted include the Goods and Services Tax (*GST*). The *RMS* is registered for *GST* and applicable Tax Invoices will be issued.
