



THE BLUE TRAIN
A WINDOW TO THE SOUL OF AFRICA

The Blue Train Booking Terms and Conditions

Please note that as of 1 January 2024 our Terms and Conditions have been amended and will become effective on 1 February 2024.

The following booking Terms and Conditions will apply to all reservations.

GLOSSARY:

"**Provisional reservation**" means a reservation that has not been paid for.

"**Confirmed reservation**" means a reservation partially for.

"**Guaranteed reservation**" means a reservation that has been paid in full.

"**Guest**" means a person travelling on **The Blue Train** as a passenger.

"**Suite**" means a room with en-suite full bathroom with shower or bathtub.

The Blue Train accepts 3 (three) types of bookings: individual guest, group bookings and private charters.

1. ADVANCE RESERVATIONS

All reservations for **The Blue Train** open on the 2nd January of each year for the following year.

2. RESERVATION CONFIRMATION

- 2.1. Upon making a provisional reservation, a reference number shall be furnished by e-mail message to the client making the booking. Clients are requested to supply this reference number for any enquiries related to their reservation.
- 2.2. A provisional reservation is only guaranteed once full payment has been received. The onus rests with the agents / operators / clients to timeously cancel provisional reservations in writing to avoid the payment of cancellation penalties.

3. PROVISIONAL RESERVATIONS

3.1. Individual reservations:

- 3.1.1. Provisional reservations made 6 (six) months or longer prior to date of travel must be confirmed within 21 (twenty-one) days of making the booking.
- 3.1.2. Provisional reservations made within 6 (six) months prior to date of travel must be confirmed within 14 (fourteen) days of making the booking.
- 3.1.3. Provisional reservations made within 3 (three) months prior to date of travel must be confirmed within 7 (seven) days of making the booking.
- 3.1.4. Provisional reservations made within 2 (two) months prior to date of travel must be confirmed within 48 (forty-eight) hours of making the booking.
- 3.1.5. Provisional reservations made within 48 (forty-eight) hours prior to date of travel must be confirmed and paid for immediately.
- 3.1.6. Provisional reservation not confirmed within the stipulated time will be automatically released.

3.2. Group bookings: Five (5) suites or more for group bookings (group series)

- 3.2.1. Provisional reservations made 6 (six) months or longer prior to date of travel must be confirmed least 6 (six) months prior to date of departure.
- 3.2.2. Provisional reservations made less than 6 (six) months prior to date of travel must be confirmed at least 3 (three) months prior to departure.

- 3.2.3. Provisional reservations made 60 (sixty) days prior to date of travel must be confirmed at least 30 (thirty) days prior to departure.
- 3.2.4. Provisional reservations made less than 60 (sixty) days prior to date of travel must be confirmed within 7 (seven) days prior to departure.
Provisional reservation not confirmed within the stipulated time will be automatically released.

4. PAYMENT TERMS

4.1. Individual reservations:

- 4.1.1. Reservations made 6 (six) months or longer prior to date of travel require a 10% (ten per cent) deposit, which is payable within 21 (twenty-one) days of confirmation. The balance is due 60 (sixty) days prior to departure.
- 4.1.2. Reservations made within 6 (six) – 3 (three) months prior to date of travel require a 10% (ten) percent deposit, which is payable within 14 (fourteen) days of confirmation. The balance is due 60 (sixty) days prior to departure.
- 4.1.3. Reservations made within 60 (sixty) days of date of travel, require full payment within 48 (forty-eight) hours of confirmation.
- 4.1.4. The above deposits are non-refundable and non-transferable.
- 4.1.5. When the train has been fully booked, The Blue Train consultant will approach the booking company to request for a deposit or to release the provisional reservation.

4.2. Groups bookings: five (5) suites or more for group bookings (group series)

- 4.2.1. Reservations made six (6) months or longer prior to date of travel require 25% (twenty-five per cent) deposit, which is payable within 6 (six) months prior to departure date; a further 25% (twenty-five per cent) is payable 3 (three) months prior to departure date and the balance is due and payable within 60 (sixty) days prior to departure.
- 4.2.2. Reservations made within 6 (six) - 3 (three) months prior to date of travel require 50% (fifty per cent) deposit, which is payable within 3 (three) months prior to departure date, and the balance is due and payable within 60 (sixty days) prior to departure.
- 4.2.3. Reservations made within 60 (sixty days) of date of travel require full payment within 48 (forty-eight) hours of confirmation.
- 4.2.4. The above deposits are non-refundable and non-transferable.
- 4.2.5. When the train has been fully booked, The Blue Train consultant will approach the booking company to request for a deposit or to release the provisional reservation.

4.3. Private Charters:

- 4.3.1. For private charters reserved 6 (six) months prior to date of travel, the payment terms are as follows:
 - 4.3.1.1. 50% (fifty per cent) deposit is required within 6 (six) months prior to departure date.
 - 4.3.1.2. The balance is due and payable within 60 (sixty) days prior to departure.
- 4.3.2. For private charters reserved within 6 (six) – 3 (three) months prior to date of travel, the payment terms are as follows:
 - 4.3.2.1. 60% (sixty per cent) deposit is required within 3 (three) months prior to departure date.
 - 4.3.2.2. The balance is due and payable within 60 (sixty) days prior to departure.
- 4.3.3. Private charters reserved within 60 (sixty) days of travel require full payment which is due and payable within 48 (forty-eight) hours of confirmation.
- 4.3.4. The above deposits are non-refundable and non-transferable.

5. THE BLUE TRAIN ACCOUNT HOLDERS (OPERATORS WHO HOLD ACCOUNTS WITH THE BLUE TRAIN)

These Terms and Conditions are also applicable to operators who are account holders with the Blue Train.

6. CANCELLATION

Section 17 of the Consumer Protection Act No. 68 of 2008 allows the Blue Train to impose a reasonable cancellation fee on cancellation of a reservation. Cancellation fees will be imposed as follows:

- 6.1. Cancellations received 60 (sixty) days or longer, prior to date of departure are subject to a cancellation fee of 10% (ten per cent) of the ticket price per individual booking or 25% (twenty-five per cent) for group bookings.
- 6.2. Cancellations received less than 60 (sixty) days prior to date of departure are subject to a cancellation fee of 50% (fifty per cent) of the ticket price per individual booking or 50% (fifty per cent) for group bookings.
- 6.3. Once a ticket is purchased, a reservation may be changed within a period of 90 (ninety) days without a cancellation fee being incurred.
- 6.4. Should an increased rate be applicable at the time when a guest postpones their trip, the guest will be required to pay the prevailing rate, i.e. to pay in the amount constituting the difference between the previous rate and the new rate.
- 6.5. The Blue Train guests are encouraged to adhere to confirmed travel dates to avoid incurring cancellation or escalation fees.
- 6.6. Cancellation fees are subject to Value-Added Tax of 15% (fifteen per cent).

7. PAYMENT METHOD

- 7.1. The following methods of payment are accepted by **The Blue Train**:
 - 7.1.1. Electronic Fund Transfer (EFT); or
 - 7.1.2. Credit card.
- 7.2. Guests must ensure that payments are received by due date/s.
- 7.3. All EFT payments must be made to the following account:

Account name:	Transnet Freight Rail – The Blue Train
Account Number:	62858099792
Bank name:	Rand Merchant Bank (RMB)
Branch:	RMB Corporate Banking, Johannesburg, South Africa
Branch Code:	255005
S.W.I.F.T:	FIRNZAJJ
- 7.4. Credit card payments will be accepted upon completion of a booking.
- 7.5. When a cash deposit is made into the bank account, a copy of the deposit slip must be faxed to the Reservations office, on Fax + 27 (0) 12 334 8464 / 8028 or e-mail proof of payment to info@bluetrain.co.za in order to secure the reservation.

8. NON-LIABILITY

- 8.1. Neither the Blue Train nor its agents or employees shall be liable for any loss or damage to personal belongings.
- 8.2. The tours may include excursions. However, neither the Blue Train nor its agents, employees or sub-contractors, accept any liability whatsoever for any injuries or incidents that may occur as a result of a guest participating in excursions.
- 8.3. The guest hereby waives any claim which he/she may have against the Blue Train, its agents, employees or sub-contractors for any loss of any nature (including, without limitation, consequential loss), arising from, or caused directly or indirectly during any aspect of the tour.
- 8.4. The guest indemnifies the Blue Train in respect of any claim that may be made by any third party against it arising out of any claim in respect of which the guest has given the waiver.
- 8.5. All guests are encouraged to take out travel insurance to cover for eventualities that may arise during the tour.

9. PRIVACY PROTECTION

- 9.1 All electronic communication and transactions conducted with **The Blue Train** is protected in terms of the Electronic Communications and Transactions Act No. 25 of 2002, as amended.
- 9.2 For booking, reservation, or order purposes, **The Blue Train** will require certain personal information from guests to be processed as envisaged in the Protection of Personal Information Act No. 4 of 2013 ("POPIA"). **The Blue Train** undertakes to process all personal information required and obtained from guests in accordance with the requirements of the POPIA.

10. TRAVEL CONDITIONS

- 10.1. **The Blue Train** schedules may be amended from time to time due to unforeseeable circumstances. As such, **The Blue Train** does not guarantee departure or arrival times as scheduled. Where the train is running behind schedule due to circumstances beyond its control, it may become necessary to cancel some excursions.
- 10.2. In the event that **The Blue Train** service is delayed due to unforeseeable circumstances, a representative from **The Blue Train** will endeavor to communicate the delay to all guests.
- 10.3. In the event that **The Blue Train** fails to provide a train trip on a specified date and time, **The Blue Train** may arrange a future trip with the guest on a future date but within a period of 1 (one) year, alternatively the Blue Train may offer a full refund of the money received by **The Blue Train** should the guest not wish to take up the future trip.
- 10.4. **The Blue Train** shall under no circumstances be liable for any loss in relation to guests failing to timeously meet any connection in respect of travel arrangements, whether prior to, or after **The Blue Train** journey.
- 10.5. Guests undertake to comply with South African government travel regulations applicable from time to time, including possession of a valid passport.
- 10.6. Dietary requirements must be confirmed at the time of confirmation of the booking. Last minute requests may not be met.
- 10.7. Guests are requested to check-in an hour prior to departure.
- 10.8. Guests are advised against same-day air travel on departure/arrival days due to possible delays with flights or train schedule.

11. CHILDREN ON BOARD

- 11.1. Children aged 5 (five) years or younger may share a suite with their parents free of charge (limited to a maximum of 2 (two) children per suite).
- 11.2. Due to space constraints, **The Blue Train** will not be able to accommodate additional bed and/or mattress or cot in the suite to accommodate infants/children. As such, children will have to share the bed / beds with their parents /guardians. Should this pose a problem, we recommend that guests book an additional suite for their children at applicable children's rate.
- 11.3. Children aged six (6) to eleven (11) years pay 50% of the adult rate and occupy a separate suite.
- 11.4. Children aged twelve (12) years and older pay full adult rates.
- 11.5. **The Blue Train** will provide child-friendly meals upon request subject to availability. Unfortunately, the BlueTrain does not provide meals for infants.
- 11.6. Children should be kept under strict adult supervision by their parents /guardians and should not inconvenience other guests.
- 11.7. Children are not allowed in the Club Car as this is a smoker's area and is harmful to their health. Children who venture into this area will be accompanied out of the ClubCar and their parents /guardians warned.
- 11.8. Children will not be allowed in any of the bars or public areas without adult supervision.
- 11.9. Under no circumstances will alcohol be served to persons under the age of 18 (eighteen) years. Parents /guardians are requested to exercise the necessary care when consuming alcohol in the presence of children. Where necessary, **The Blue Train** reserves the right to request guests for any form of identification prior to serving them alcoholic drinks.

- 11.10. Guests travelling with children / a child will be requested to sign a child policy document before boarding the train.

12. DANGEROUS ITEMS

For safety reasons no guest is allowed to bring dangerous items and/or goods such as firearms, flammable substances, fireworks, poisonous or toxic substances on board.

13. PETS

No pets are allowed on The Blue Train.

14. LUGGAGE

- 14.1. All luggage will be subjected to security check and scanning prior to boarding.
- 14.2. It is advisable to pack an overnight bag for the journey, as only a limited amount of luggage can be stored in the suite.
- 14.3. Additional luggage will be stored in the Luggage Car. Luggage stored in the Luggage Car is limited to 50 (fifty) kg per guest.
- 14.4. Although great care will be taken to safeguard luggage and other belongings, it is recommended that luggage be securely locked.
- 14.5. Guests should at all times have their valuables securely locked away in a lock-up safe provided in the suite.

15. AGENTS / OPERATORS

Agents who book trips on **The Blue Train** on behalf of guests warrant that they have the necessary mandate to book on behalf of the guests.

16. THE BLUE TRAIN BRANDED MEMENTOS / ITEMS

- 16.1. **The Blue Train** boutique sells branded **Blue Train** mementos/ items from the on-board Boutique Shop/ Kiosk.
- 16.2. Upon purchase of any **Blue Train** branded memento/ item, any claims from guests are only permissible whilst they are on board and for the duration of their trip.
- 16.3. Where a guest complains about a purchase of any **Blue Train** memento/ item before the destination station is reached, the item may be replaced. Should the exact replacement not be available, a similar product to the same value would be offered as a replacement.
- 16.4. Claims from guests after disembarkment will be entertained within a period of 30 (thirty) days after the trip on presentation of proof of purchase and the item in its original packaging. This will only be applicable to defective mementos/ items.

17. GENERAL

- 17.1. The Terms and Conditions may be amended from time to time.
- 17.2. The Terms and Conditions shall be construed in terms of South African laws.
- 17.3. The Terms and Conditions are deemed to be accepted on confirmation of the booking.

