



THE BLUE TRAIN
A WINDOW TO THE SOUL OF AFRICA

The Blue Train Terms and Conditions

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

Glossary of terms:

Provisional reservation = Reservation that is partially paid.

Confirmed reservation = Reservation paid in full.

Guest = Person travelling on **The Blue Train** as a passenger.

Suite = Room with en-suite full bathroom with shower or bathtub.

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

1. Advance reservations

1.1 All reservations for **The Blue Train** open on 2 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 email 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 only becomes guaranteed once full payment has been received. The onus rests with the agents / operators / clients to timeously cancel provisional reservations in writing, in order to avoid the payment of cancellation penalties.

3. Reservations held on a provisional basis

3.1 Individual reservations:

3.1.1 Provisional reservations made 6 (six) months and longer prior of date of travel can only be held for 21 (twenty-one) days subsequent to making the booking.

3.1.2 Provisional reservations made within 6 (six) months of travel can only be held for 14 (fourteen) days subsequent to making the booking.

3.1.3 Provisional reservations made within 3 (three) months of travel can only be held for 7 (seven) days subsequent to making the booking.

3.1.4 Provisional reservations made within 2 (two) months of travel can only be held for 48 (forty-eight) hours subsequent to making the booking.

3.1.5 Provisional reservations made within 48 (forty-eight) hours before travel, need to be confirmed and paid for upon confirmation.

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3.2 Groups – 5 (Five) suites or more for group series bookings:

- 3.2.1 Provisional reservations made outside 6 (six) months of travel can only be held until 6 (six) months prior to departure. Less than 6 (six) months, 25% (twenty-five per cent) deposit is required to secure the booking.
- 3.2.2 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.
- 3.2.3 Provisional reservations will require a further 25% (twenty-five per cent) deposit 3 (three) months prior to departure date.
- 3.2.4 Provisional reservations will require full payment 60 (sixty) days prior to departure date to be confirmed.

4. Payment terms

4.1 Individual reservations:

- 4.1.1 Reservations made before 6 (six) months of travel, a 10% (ten per cent) non-refundable, non-transferable deposit is payable upon confirmation and balance is due 60 (sixty) days prior to departure.
- 4.1.2 Reservations made within 3 (three) – 6 (six) months of travel, a 10% (ten per cent) (non-refundable, non-transferable deposit is payable upon confirmation and balance is due 60 (sixty) days prior to departure.
- 4.1.3 Reservations made within 60 (sixty) days of travel, payment is due within 48 (forty-eight) hours upon confirmation.

4.2 Group Reservations – 5 (five) suites or more for group series bookings

- 4.2.1 Reservations made before 6 (six) months of travel can be held 6 (six) months prior to departure date. A 25% (twenty-five per cent) non-refundable, non-transferable deposit is required upon confirmation 6 (six) months prior to departure date; a further 25% (twenty-five per cent) deposit 3 (three) months prior to travel date, and balance is due within 60 (sixty) days.
- 4.2.2 A reservation made within 3 (three) – 6 (six) months of travel, a 50% (fifty per cent) non-refundable, non-transferable deposit upon confirmation is required and balance is due 60 (sixty) days prior to travel.
- 4.2.3 Reservations made within 60 (sixty) days of travel, full payment is required within 48 (forty-eight) hours after confirmation.

4.3 Account Holders:

- 4.3.1 The same rules and regulations for making a reservation and cancellation policies apply to account holders. Deposits would still be required. Once invoices have been issued, no adjustments will be made post-travel. Please check all confirmation vouchers prior to guests' arrival.

4.4 Private Charters

- 4.4.1 Charters reserved outside of 6 months, deposits required are as follows:
 - 4.4.1.1 6 (six) months prior to departure, a 50% (fifty per cent) non-refundable, non-transferable deposit is due.
 - 4.4.1.2 The balance is due 60 (sixty) days prior to departure.
- 4.4.2 Charters reserved within 6 (six) months of travel:
 - 4.4.2.1 30 (thirty) days after receiving the final quote, client to advise acceptance and confirm with a 50% (fifty per cent) non-refundable, non-transferable deposit.
 - 4.4.2.2 The balance is due 60 (sixty) days prior to departure.

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4.4.3 Charters reserved within 60 (sixty) days of travel:

4.4.3.1 Full payment is due immediately upon confirmation of charter.

5. Cancellation policy

In terms of the Consumer Protection Act No. 68 of 2008, when accepting an advance booking, reservation or order, **The Blue Train** may require a reasonable deposit, or impose a reasonable cancellation fee for cancellation of the order or reservation. A reasonable amount would depend on the length of the cancellation notice period, and the likelihood that **The Blue Train** may find another customer. **Cancellation fees are subject to a 15% Value Added Tax.**

- 5.1 Cancellations received more than 60 (sixty) days prior to departure date 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.
- 5.2 Cancellations received less than 60 (sixty) days before departure date are subject to a cancellation fee of 50% (fifty per cent) of the ticket price per guest.
- 5.3 Once a ticket is purchased, a reservation may be changed for an earlier or later date without a cancellation penalty being imposed. However, should there be a rate difference, the amount outstanding will be applicable and the guest would be requested to pay the difference. Should the rate difference be in favour of the guest, no money will be refunded and the guest will be informed accordingly.
- 5.4 If an amendment, cancellation or no-show is caused by an illness and verified by a registered doctor's letter or certificate, **The Blue Train** will consider waiving all or part of the cancellation fee according to the merits of each case, with a maximum refund amount of 92.5% (ninety-two point five per cent) of actual money received.
- 5.5 Non-compliance with these booking conditions will automatically result in a provisional reservation being cancelled without further notice.

6. Method of payment

6.1 The following methods of payment are accepted by **The Blue Train**:

- Electronic fund transfer (EFT); or
- Credit card.

6.2 The guest must ensure that payment is received by the due date.

6.3 All electronic fund transfer payments must be made to the following account:

Account name:	Transnet Freight Rail – The Blue Train
Account Number:	002 390 310
Bank name:	Standard Bank,
Branch:	Jorrisen Street, Braamfontein, Johannesburg, South Africa
Branch Code:	004 805
S.W.I.F.T:	SBZA ZA JJ

6.4 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.

6.5 Credit card payments will be accepted upon completion of a booking. A secured unique payment link will be provided by the Reservation consultant to secure your reservation.

7. Liability clause

The Blue Train shall not be held liable for any damages; loss or theft of personal luggage and belongings, nor can **The Blue Train** be held liable for personal injury, accident, illness or death while guests are on an excursion made available by **The Blue Train**.

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The Blue Train will only be held liable if the guest can prove that the damage, loss, theft, injury, accident, illness or death was due to gross negligence or wilful misconduct of **The Blue Train** employees or agents acting on behalf of **The Blue Train**.

Guest will be afforded a period of 3 (three) years (from date of incident) within which to institute a legal claim against **The Blue Train** for any damage/s, loss, theft, injury, accident or death suffered while on board on **The Blue Train**. **The Blue Train** will then, based on the information received, conduct its own internal investigation and, should the findings of the investigation reveal negligence on the part of **The Blue Train** employees or agents acting on its behalf, compensation will be paid to the guest. If the negligence is on the part of the guest, then no compensation will be paid.

The Blue Train shall also not be held responsible, when circumstances beyond its control lead to an interruption, early termination, delay or cancellation of any particular trip. Such circumstances shall include, but not be limited to instances of *vis major / force majeure* and / or *casus fortuitous* (natural causes such as floods and other natural disasters, fortuitous and unforeseen events, etc.).

We strongly recommend that guests take out travel insurance to adequately cover for any eventualities with their insurance agents, and shall purchase trip cancellation protection insurance to cover themselves in the unlikely event of a late cancellation or loss.

8. Privacy

The personal information supplied to **The Blue Train** is protected in terms of the South African Electronic Communications and Transactions Act No. 25 of 2002.

For booking, reservation, or order purposes, **The Blue Train** will require certain personal information from guests as defined in the Protection of Personal Information Act No. 4 of 2013 ("the Act"). **The Blue Train** undertakes to process all personal information required and obtained from guests in accordance with the requirements of the Act.

9. Travel conditions

- 9.1 **The Blue Train** undertakes to use its best endeavours to convey the guest/s and his / her luggage to the schedule destination in accordance with **The Blue Train** time table / schedule, as amended from time to time. **The Blue Train** does not guarantee departure or arrival times and / or en-route off-the-train excursions. **The Blue Train** hereby advises guests not to confirm bookings for flights or make own arranged excursions preceding and subsequent to **The Blue Train** trip.
- 9.2 **The Blue Train** shall not be held liable for any consequential damages whatsoever or specifically be under obligation to ensure that the guest makes any connection or deadline, prior or post **The Blue Train** engagements.
- 9.3 In case of a delay, the guest is nevertheless requested to communicate his / her personal details to the Train Manager in order to enable **The Blue Train** to render such assistance as may be available in the sole discretion of **The Blue Train** in this regard.
- 9.4 In the event that **The Blue Train** service is delayed due to unforeseen circumstances, a representative from **The Blue Train** shall inform the guests timeously of such delay. Where the guest has been booked via a third party, a representative from **The Blue Train** shall also inform the third party of such a delay.
- 9.5 In the event that **The Blue Train** fails to provide a train trip on a **specified or agreed upon date and time, The Blue Train:**
 - 9.5.1 Shall refund to the guest the amount paid to **The Blue Train** in respect of that reservation;
 - 9.5.2 May also arrange to supply the guest with similar services of the same quality, class or nature on another date.
- 9.6 The guest shall comply with all the South African government travel regulations and be in possession of a valid passport and visa as and when required.

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9.7 **The Blue Train** require at least 72 (seventy-two) hours notification before departure for special dietary requirements e.g. Halaal; Kosher etc.

9.8 Guests are requested to check-in an hour prior to departure.

10. Child policy

10.1 Children from the age of 5 (five) years and younger sharing a suite with their parents travel free of charge (maximum of 2 (two) children per suite). Due to space constraints, **The Blue Train** will not be able to accommodate any additional bed and / or mattress or a cot in the suite to accommodate the infant / children. 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 the children (children's rate applies).

10.2 Children from the age of 6 (six) to 11 (eleven) pay 50% (fifty per cent) of the adult rate, in a separate suite.

10.3 Should a child between 6 (six) and 11 (eleven) years old occupy a suite as a single occupant, they pay 50% (fifty per cent) of the adult rate – **including** the supplement.

10.4 Children from the age of twelve (12) years and older pay full adult rates.

10.5 **The Blue Train** unfortunately does not serve special meals for children and / or infants.

10.6 Children should be kept under strict adult supervision by their parents / guardians and should not inconvenience other guests.

10.7 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 Club Car and their parents / guardians warned.

10.8 Children will not be allowed in any of the bars or public areas without adult supervision.

10.9 Under no circumstances will liquor / 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 alcohol.

10.10 **The Blue Train** reserves the right to request guests to refrain from using public areas when their children will inconvenience other guests.

10.11 Guests traveling with children will be requested to sign a child policy document before boarding the train.

11. Dangerous goods

For safety reasons, no guest is allowed to bring dangerous goods such as firearms, flammable substances, fireworks, poisonous or toxic substances on board. **The Blue Train** unless special arrangements have been made prior to departure, and written permission of such arrangement has been obtained by the guest from **The Blue Train** management.

12. Pets

No pets are allowed on **The Blue Train**.

13. Luggage

13.1 It is advisable to pack an overnight bag for the journey, as only a limited amount of luggage can be stored in the suite. Butlers will store additional luggage in the Luggage Car. Luggage / baggage stored in the Luggage Car is limited to 50kg per guest.

13.2 Although great care will be taken to safeguard luggage and other belongings, it is recommended that luggage be insured and securely locked.

13.3 All luggage / baggage will be subjected to security check and scanning prior to boarding.

13.4 The guests should at all times have their valuables securely locked away / packaged.

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14. Legal capacity

Guests: The guest warrants that they have the authority and legal right to execute, deliver and perform the obligations imposed on them in terms of this transaction and, that any obligations arising from this transaction are valid and binding on the guest.

15. Agents / Operators:

The agents who book trips on **The Blue Train** on behalf of guests warrant that they have the necessary mandate to enter into such transactions on behalf of the guests.

16. Feedback on the Purchase of on-board boutique items.

16.1 The Blue Train branded memento items.

The Blue Train boutique sells branded **Blue Train** memento items on-board.

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. Where a guest complains about a purchase of any **Blue Train** memento from the on-board Boutique Shop / Kiosk before the destination station is reached, a replacement item would be offered. Should the exact replacement not be available, a similar product to the same value would be offered as a replacement.

Should a claim not be resolved before the end of the journey, **The Blue Train** will within 7 (seven) days give a response to the guest in writing. For any claims arising after the guest has disembarked from the train, the guest will be allowed 30 (thirty) days within which they can forward their complaint / concern in writing to the Brand Marketing & Communications Manager of **The Blue Train**. A response would be furnished to the guests within 7 (seven) working days of receipt of the complaint / concern. Where guests insist on the returning the goods, they will be held responsible for the costs of returning such to **The Blue Train** after which a refund will be effected to the guests within 15 (fifteen) business days after receipt of the returned goods.

17.1 General

These Terms and Conditions shall not be amended or waived unless this is done in writing and signed by **The Blue Train** Executive Manager in person.

These Terms and Conditions shall be subject to and construed in terms of South African law and South African courts shall have sole jurisdiction in all matters pertaining to this arrangement.

These Terms and Conditions will be deemed to have been accepted and will be in force upon confirmation of the booking.