



TERMS AND CONDITIONS
TRANSPORT HERITAGE NSW LIMITED
ACN 000 570 463

General terms and conditions

In these terms and conditions, Transport Heritage NSW Limited which includes the NSW Rail Museum and Valley Heights Locomotive Depot Heritage Museum, is referred to as “we” or “us”. The terms, conditions and policies set out below apply to purchases from us and through our authorised representatives.

Customers (referred to as “you” in these terms) should ensure that you have read and understood these terms before purchase of any goods, services, gift vouchers or tickets. We reserve the right to change these terms and conditions from time to time in response to operational conditions and legislative changes.

1 Customers' Conduct at our facilities

1.1 You are required to observe the following prohibitions while at our facilities:

- (a) No smoking – except within a designated smoking area;
- (b) Only go into the areas designated for access by the public;
- (c) Do not enter restricted areas;
- (d) No unnecessary noise, whether from mobile phones or personal stereos or otherwise, or offensive behaviour, including wearing clothing with offensive language or slogans;
- (e) No use of illegal drugs;
- (f) No BYO alcohol;
- (g) No consumption of alcohol except in authorised places and in accordance with the Liquor Act 2007 (or other relevant legislation);
- (h) Prams, strollers and similar items may not be taken onboard trains or carriages (even where these are static exhibitions), or into specified activities, events or certain designated areas as they may be a safety issue for you or other customers.
- (i) Animals (other than assistance animals) are not permitted in our facilities or on our trains and you must be able to provide reasonable proof that your animal is a genuine assistance animal to you at any time we may request.

1.2 We reserve the right to refuse you entry to or expel you from our facility if you do not observe the prohibitions, if you abuse or threaten our staff or other customers, or if our staff consider you are likely to affect the safety or enjoyment of any other customer or member of staff.

2 Photography

2.1 We or other authorised third parties may carry out photography or other recording at the facility and any images or recordings may feature you. You consent to us using such images in connection with advertising, promotions or monitoring and acknowledge that the copyright in such images rests with us and/or any authorised third party

- 2.2 You agree that any photographs or videos that you take are for your personal use only. Commercial photography and the commercial use of images of our trains, carriages, collections, train trips, events or activities requires our prior written approval.

3 Security at our facilities

- 3.1 In the interests of safety and security, you may be asked to submit to a search of your person or belongings and if you refuse to submit or are found to be in possession of materials believed by our staff to be dangerous or unsuitable, you will be denied entry or removed from the facility.
- 3.2 You must always keep your personal belongings with you. We accept no responsibility for loss, theft or damage to any personal belongings brought into our facilities or a premises controlled by us or onto a train service which we are running.
- 3.3 When prams, strollers and similar items have to be stored because you are not allowed to take them into an area then we will do our best to provide a secure storage area. We accept no responsibility for loss, theft or damage to items left in the storage area.

4 Marketing and surveys

- 4.1 You may be invited to participate in surveys so we can understand what you thought of your experience with us and how we can improve it.
- 4.2 You may also receive marketing material from us describing future events in which we think you may have an interest.
- 4.3 We do not sell or give your contact details or other personal information to groups outside of ourselves.
- 4.4 You may ask to be removed from a mailing list by contacting Customer Service at 1300 11 55 99 or customers@thnsw.com.au.

5 Limitations on Liability

- 5.1 To the fullest extent permitted by law, we shall not be liable for any loss of or damage to property at our facility or an event, nor shall we be liable for the death of or personal injury to any person attending our facility or an event, except to the extent that such a death or personal injury is caused by our own negligence or breach of statutory duty.
- 5.2 We shall not be liable for any closure or partial closure of any facility or any cancellation of any event, nor shall we be liable for any variation to the programme of any event.
- 5.3 We shall not under any circumstances be liable for any unforeseeable loss damage or injury, nor shall we be liable in any way or for any indirect or consequential loss whatsoever.
- 5.4 Our liability for any breach of these terms and conditions or for any breach of statutory duty shall be limited in any event to the face value of the ticket, good or service you have purchased.

6 Refunds

- 6.1 Refunds will only be given in accordance with Australian Consumer Law.
- 6.2 The refund will be made to you using the same method of payment as your original method of payment.
- 6.3 More information on refunds is given in the additional terms and conditions for tickets, goods and gift vouchers, below.

7 Pricing and GST

- 7.1 Unless specified otherwise, all prices are quoted to you are in Australian dollars and inclusive of Goods and Services Tax (GST), where applicable.

8 Miscellaneous

- 8.1 These terms and conditions represent the entire understanding and agreement between us. You acknowledge that you have not been induced to purchase any ticket, good or service by any representations made by us but nothing in these terms and conditions shall be deemed to exclude liability for fraudulent misrepresentation.
- 8.2 If any Court finds any provision of these terms and conditions to be void or unenforceable then that provision shall be rendered ineffective to the extent of the Court's finding but this shall not affect the validity or enforceability of the remaining provisions of these terms and conditions.
- 8.3 These terms and conditions are governed by the laws of New South Wales and any dispute between the parties shall be subject to the exclusive jurisdiction of the courts of New South Wales.

Additional terms for purchase of tickets

9 Tickets

- 9.1 We will use reasonable endeavours to ensure that any tickets purchased are available for use at the event for which they have been purchased on the date and (if applicable) at the time for which they have been purchased. Events include museum and exhibition entry, train trips and other activities organised by us.
- 9.2 If you have purchased an electronic ticket (an "eticket"), then you are responsible for printing your eticket or capturing it on a smart phone or other smart device that can be presented by you at the time of entering or checking in for the event. Unless otherwise specifically agreed, tickets will not be posted to you.

10 Your Responsibilities

- 10.1 It is your responsibility to ensure that you purchase tickets for the correct date on, and (if applicable) time at, which you wish to attend. If you subsequently realise that you have made an error, please contact Customer Service immediately at 1300 11 55 99 or customers@thnsw.com.au.

- 10.2 Please check your tickets carefully, as well as any receipt or booking confirmation received from us after completion of your purchase. If there is an error or mistake, please contact Customer Service immediately at 1300 11 55 99 or customers@thnsw.com.au. If you are using a printed ticket, then it is your responsibility to ensure the entire ticket including the barcode and barcode number are clearly legible. If you are using an eticket captured on a smart phone or other smart device, then it is your responsibility to ensure that the entire ticket include the barcode and barcode number can be clearly displayed and viewed on your device.
- 10.3 Before you purchase your tickets, it is your responsibility to check:
- (a) whether there are any special restrictions on entry to the relevant event (for example, but without limitation, age restrictions or height restrictions). We shall not be liable for any refusal of entry to the event due to any inability to comply with such restrictions.
 - (b) the dates and opening hours of the relevant event to ensure that you will be able to use your ticket on the date and at the time you wish to attend.
- 10.4 It is your responsibility to ensure that your tickets are not lost, stolen or damaged.
- 10.5 If your ticket involves a train ride, we request that you arrive at the platform between 20 and 30 minutes before a train is due to depart to allow time for boarding and facilitate on time departures.

11 Our Obligations

- 11.1 Customers are reminded that occasionally parts of the facilities may be closed and certain exhibits may be removed for maintenance or for technical reasons. Tickets will not be refunded, and no compensation will be paid in the event of such closures or removals. Please check before attending that a specific part of the facility or a specific exhibit is available when you plan to be there.
- 11.2 We will use reasonable endeavours to be open and operational during published opening hours however reserve the right to close the facility on any given day, whether for security or any other reason, without notice. In the event of such a closure and where there is no reasonable prospect of a resumption, any tickets issued for use only on the day of closure will be refunded but no further compensation will be paid. By way of example, if a museum must close temporarily because of a power outage then no refund will be made unless it is clear that the power outage will not be of a short duration.
- 11.3 Where we have advertised a specific locomotive or class of locomotive (for example a steam train) will be hauling a train ride we will make reasonable efforts to meet this commitment. For reasons that may be beyond our control, we reserve the right to change the locomotive without notice. Where possible, we will try to notify you of this change in advance.
- 11.4 Where we have offered a specific carriage or seating class (premium, lounge or standard) for a train ride we will make reasonable efforts to meet this commitment. For reasons that may be beyond our control, we reserve the right to change the carriage without notice. Where possible, we will try to notify you

of this change in advance. If it involves a reduction in the class of travel we will offer you a refund of the difference.

12 Purchase, Exchange and Refund of Tickets

- 12.1 Tickets purchased at a discount using a valid concession card accepted by THNSW, as part of a group booking, at a THNSW Member's discounted rate or using a discount code may only be used by the card holder, group member, THNSW Member or original recipient of the discount code. Members and discount recipients may be asked to produce proof of membership or eligibility for the discount.
- 12.2 Tickets are non-transferable. Tickets purchased are only for the personal use of you and your party. We reserve the right to cancel tickets purchased if there is any resale or attempted resale of tickets at a higher price than purchased. This includes tickets being traded at any price (whether inflated, face value or below cost), including through auction sites such as EBAY. The holder of a resold ticket may be refused entry or rejected from the event.
- 12.3 Tickets that we reasonably suspect have been altered will not be honoured and are non-refundable, non-transferable and void.
- 12.4 We will not provide a refund if you are unable to attend the event due to loss or theft of, or damage to, or an inability to print or display your tickets.
- 12.5 We will not provide a refund if you change your mind.
- 12.6 Refunds will not be given if you miss the start time of your event, or activity or you miss your train.
- 12.7 If you become aware that you will not be able to use a ticket which is for use on a specific day and you give us at least one (1) weeks' warning, then we may, at our sole discretion, exchange the ticket for an alternative date. We are not required to give a refund.
- 12.8 In the event of the venue, event, activity or train trip being closed or unavailable due to exceptional circumstances including extreme weather, bushfires and pandemic restrictions, at the specified time/date of the event, a full refund will be given. You may choose to accept a credit note instead.

13 Tickets

- 13.1 Unless otherwise indicated on the ticket, tickets purchased for specific events, entitles each person one entry to the event on a single occasion.
- 13.2 You must have a valid ticket with you at all times you are at the event and you must submit it for inspection if required by any member of staff. If you fail to produce a valid ticket on request you may be removed from the event.
- 13.3 Unless otherwise specified for a specific event, where ticket prices vary according to age, the following provisions apply:
 - (a) A person of 18 years or older is classed as an adult;
 - (b) A person aged 2 to 17 years is classed as a child; and

- (c) A person under 2 years is classed as an infant. Infants are not charged an admission fee but for events where seating is provided such as a train trip, the infant must be seated on the lap of an adult.
- 13.4 You may be asked some simple security questions on presentation of your ticket. These questions are designed to safeguard you and us against fraudulent use.

14 Children

- 14.1 Some areas of our facilities and some events may not be suitable for children of certain ages. We reserve the right to refuse access to such areas to anyone under any recommended age limit. For example, infants and young children may be at risk on the footplate of a locomotive. We will try to advise you of this before you purchase your tickets.

15 Health and Safety

- 15.1 By their nature, train trips and other activities can include anticipated and unexpected motion, sudden braking, loud noises, bright lights and smoke. If you have high blood pressure, heart condition, suffer from epilepsy or have other pre-existing medical conditions then you should consider if the trip or activity is suitable for you. You should consult your medical practitioner if you are unsure. We do not accept responsibility for any injury you may suffer as a consequence of a pre-existing condition.
- 15.2 From time to time our staff may draw your attention to certain health and safety procedures and to restrictions (for example, restricted access to certain areas) to which you must adhere. For your own safety, you must take care when crossing railway lines and when trains are in motion.
- 15.3 It may be a requirement that access to certain areas, events and activities require you to wear additional clothing, footwear or have other specific requirements. For example, open toe footwear may represent a hazard to you in certain areas so you may be required to wear closed toe shoes.

16 Limitations on Liability

- 16.1 In addition to the limitations on liability described in the General Terms, we shall not be liable to you for any loss, damage or delay caused by or arising from our failure to give you notice of the withdrawal or cancellation of any service to which you are entitled nor for any consequences arising out of or from any variation in the time of arrival at or departure from our train from any station.

Additional terms for purchase of goods, other than tickets and gift vouchers, by any method

17 Goods

- 17.1 Any goods indicated as being for sale are subject to availability. Note that some goods are commissioned for special events and once sold may not be restocked.

- 17.2 If goods you have ordered are being shipped to you and become unavailable prior to shipping, we will contact you and offer to put your order on backorder. If that is not possible or does not meet your needs, we will offer you an exchange or refund.
- 17.3 Goods displayed on our website or by other means may not be the same colour shade when they are delivered. This can be the result of the photographic process, the light in which the photograph was taken, the colour reproduction on your device or in printed materials and changes to print and dye lots in manufacture. In addition, there may be minor design changes between production runs and batches.
- 17.4 Sizes and dimensions of goods are provided on a best-efforts basis and particularly with clothing and apparel there may be inconsistencies between, for example, sizes of shirts from different manufacturers.

18 Your Responsibilities

- 18.1 Please check your order carefully, as well as any receipt or order confirmation received from us after completion of your purchase. If there is an error or mistake, please contact Customer Service immediately at 1300 11 55 99 or customers@thnsw.com.au.

19 Purchase of Goods

- 19.1 Goods purchased at a discount using a valid concession card accepted by THNSW, at a THNSW Members' or annual pass holders' discounted rate or using a THNSW issued discount code may only be used by the card holder, THNSW Member or original recipient of the discount code. Members and all discount recipients may be asked to produce proof of membership or eligibility for the discount.
- 19.2 Should you wish to amend or cancel your order then please contact Customer Service immediately at 1300 11 55 99 or customers@thnsw.com.au. We are unable to amend or cancel an order for goods once the goods have been sent.

20 Cancellation by us

- 20.1 We may need to cancel your order if we have reason to believe an order is fraudulent.
- 20.2 We may need to cancel all or part of your order if we are no longer able to fulfill all or part of your order or are unable to fulfill your order in a timely manner. In either case, we will contact you to discuss your order and if you would like an exchange or would prefer a refund.

21 Return of Goods

- 21.1 If upon delivery the goods are faulty, the goods do not match your order or the order is incomplete, then you should contact Customer Service immediately at 1300 11 55 99 or customers@thnsw.com.au. If you do not contact us within five (5) days of delivery, then the goods will be deemed to be to your satisfaction, and we will not consider your claim.

- 21.2 We will arrange for goods that are faulty or do not match the order to be returned to us and for replacement goods to be sent to you.
- 21.3 If an order is incomplete, we will arrange for the delivery of the remaining goods.
- 21.4 We will not provide a refund if you change your mind or the goods are not what you expected. We may at our sole discretion, exchange goods provided you contact Customer Service immediately at 1300 11 55 99 or customers@thnsw.com.au and return the goods in an unused state within fourteen (14) days of delivery to you. Unless we have sent you incorrect or faulty goods, we are not able to accept returns on certain jewellery items (including pierced earrings), posters and prints, DVDs, CDs, books, goods that were in a sealed package and the seal has been broken, hats, caps and other headwear and sale items.
- 21.5 Unless we have sent you incorrect or faulty goods, you are responsible for any cost of returning the goods to us.
- 21.6 All returned goods should be sent to The NSW Rail Museum, PO Box 24, THIRLMERE NSW 2572 and be accompanied by any proof of purchase and price tags.

22 Shipping

- 22.1 If your purchase requires the goods to be shipped, then we will tell you at the time of order of the goods what the cost of shipping will be.
- 22.2 Goods will be dispatched by us as soon as possible after you place an order.
- 22.3 We are not responsible for delays by the shippers for any reason.
- 22.4 We are not responsible for any damage, loss or failure to deliver by the shippers.
- 22.5 It is your responsibility to give us the correct address for shipping and that you or the intended recipient will accept the goods upon delivery. We are not responsible if you give us the wrong address, or the goods cannot be accepted.
- 22.6 Where we are asked to ship goods to an overseas recipient, then the recipient may have to pay taxes, import duty or similar in that person's home country and we are not responsible for those charges.

23 Health and Safety

- 23.1 Some of our goods may be unsuitable for younger children. It is your responsibility to ensure that children are not given goods which may be a danger to them if used incorrectly or swallowed.

Additional terms for purchase and use of gift vouchers

24 Purchase of gift vouchers

- 24.1 You may purchase gift vouchers either at our online shop, over the phone, from the NSW Rail Museum, Thirlmere, or anywhere else where we are selling them.

- 24.2 If you purchase a gift voucher online, then we will send it to your designated email address. You may print the voucher or display it on your mobile device as you prefer.
- 24.3 If you purchase a gift voucher over the counter, it will at your request be printed on paper, issued on another medium (where available), sent to an email address or sent to a mobile phone. If you ask for it to be sent to an email address or mobile phone, then it is your responsibility to ensure the address or number is correct.
- 24.4 We may impose minimum and maximum values that may be placed on a gift voucher. We will tell you if you are not within these limits when you come to pay for your gift voucher. These limits may change from time to time.

25 No recharging of gift vouchers

- 25.1 We do not allow you to:
- (a) Re-activate gift vouchers which have reached a zero balance.
 - (b) Re-activate gift vouchers which have expired.
 - (c) Add value to gift vouchers after purchase.

26 Use of gift vouchers

- 26.1 The gift vouchers may be used on our website or at the NSW Rail Museum, Thirlmere, or as we may stipulate at the time you purchase the gift voucher.
- 26.2 You may usually use our gift vouchers to purchase:
- (a) Tickets to events including museum and exhibition entry, train trips and other activities organised by us.
 - (b) NSW Rail Museum annual passes.
 - (c) Membership to Transport Heritage NSW.
- 26.3 You cannot use gift vouchers for:
- (a) Merchandise from our online shop.
 - (b) Merchandise from the museum shop at the NSW Rail Museum, Thirlmere.
 - (c) Food or drink purchases while at the NSW Rail Museum, Thirlmere.
- We do reserve the right to restrict or expand the range of items that may be purchased with gift vouchers from time to time. This may affect how you use the gift voucher in the future.
- 26.4 You cannot redeem your gift voucher for cash. We do not give a cash refund if the value of your purchase is less than the value of the gift voucher. You can use any outstanding balance towards a future purchase.
- 26.5 If you have insufficient value stored on your gift voucher to pay for your purchase, then the outstanding balance may be paid using another method of payment which is accepted by us at the time of purchase.

27 Validity period of gift vouchers

- 27.1 As required by law, a gift voucher is valid for a period of three years from the date you purchase it (see below for some exceptions). The expiry date will be displayed on the gift voucher.
- 27.2 The law says that the three-year requirement does not apply to some vouchers. This includes vouchers which are:
- (a) For goods or services that are only available for a limited time where the voucher expires at the end of that period. For example, we might offer gift vouchers for a particular exhibition at NSW Rail Museum, Thirlmere, which are valid only for the period of the exhibition.
 - (b) Supplied to you with other goods or services as part of a marketing promotion. For example, we may offer a free gift voucher which is valid for a limited time if you purchase some number of branded tee shirts.
 - (c) We give you a gift voucher free of charge for promotional purposes. For example, we give you a voucher at NSW Rail Museum, Thirlmere, which is valid for some particular stall, service or goods but only on the day of issue.
- 27.3 Once your gift voucher reaches its expiry date then your unspent value is lost and you can no longer use it nor can you receive a refund.

28 Loss of gift voucher

- 28.1 A gift voucher should be treated like cash. Lost or stolen gift vouchers will not be replaced or refunded.
- 28.2 At this time, we do not have the capability to put a stop on your gift voucher if it is lost or stolen.
- 28.3 You are responsible for any loss caused by use of your gift voucher by you or any other person.

29 Refunds

- 29.1 As stated in the general terms and conditions, if we provide a refund then the refund will be made to you using the same method of payment as your original method of payment. If some or all of the original purchase was made using a gift voucher then you will be issued with a new gift voucher which will have a value equivalent to the amount which was deducted from the original gift voucher.