Conditions of Carriage

Queensland Rail Travel is proud to connect communities throughout the state. Our long-distance train services provide critical connections to family, friends, holidays, work and medical care. We also deliver unique tourism experiences in some of Queensland's most picturesque locations.

When you travel on one of our services, these are our Conditions of Carriage.

General terms

1. These Conditions of Carriage (conditions):
    a. apply to Tickets from the time you receive them.
    b. include any:
        i. notices on the Ticket;
        ii. the fare; and
        iii. timetable information on Our website.
    c. are subject to the:
        i. Transport Operations (Passenger Transport) Act 1994;
        ii. Transport Infrastructure Act 1994; and
        iii. their associated regulations.
2. We are not a common carrier and may refuse to carry You and any Luggage at Our discretion.

Before your journey – booking your ticket

3. You must buy a valid Ticket:
    a. before you board the Train (or at the first opportunity to buy one); and
    b. for Your entire journey.

    Note: All of Queensland Rails ticket offices, Travel Centres and retail outlets have a cashless policy.
4. Tickets are subject to Our booking conditions.

5. We may refuse to carry You if you received your Ticket in violation of any applicable law or our policies and procedures.
6. Your Ticket entitles You to Carriage only, unless We tell You otherwise.
7. You cannot transfer a Ticket unless We agree to the transfer.
8. We reserve the right to require satisfactory proof of Your:
    a. identity; and
    b. entitlement to Concessional Tickets if applicable.
9. You agree to comply with the rules set out in the Travelling with Children policy when booking a Ticket for, or travelling with, someone under 16.
10. If You are travelling with guide, hearing or assistance animals then You agree to comply with Our Assistance Animals policy.

Cancellations and changes to services

11. If We have a good reason (for example health and safety, track closures, security, weather or breakdowns), We may substitute, cancel, delay or change the Services, stations, places or destinations without telling You. If this occurs, then the Queensland Rail's Disruptions policy shall apply. We may provide alternate transport (such as a bus transfer) if there is a change to a service. We are not liable to You for any additional costs You incur if You do not accept the alternate transport provided and arrange Your own alternate transport.

Boarding the train

12. You must be ready to board the Train:
    a. before the departure time; and
    b. having loaded all Carry-on Luggage onto the Train and
    c. having completed all procedures for Checked Luggage.
13. We are not obliged to delay the departure of a Train if You are late.
14. We are committed to providing rail services that enable all Our customers to carry out their journey without barriers. We aim to provide You with accessibility options at our stations and on board our services so we can cater for Your travelling requirements including parents with prams, customers with disabilities

and older adults. For more information about accessibility on our services visit our Accessible travel webpage.

Fit for travel

15. We have reasonable discretion to:
    a. refuse access, Carriage or onward Carriage to You; or
    b. cancel Your reservation, if We believe that such action is necessary for the protection of Us, You or other Customers.

    We do not have to give You prior notice of our decision.
16. The onboard Passenger Services Supervisor of the Train will have the authority to make a determination or settle any dispute between You and Us during the Carriage.
17. You agree to comply with our Fit for travel policy during the Carriage and while otherwise using Our Services.
18. If You engage in high risk or repetitively disruptive behaviour, We reserve the right to:
    a. impose travel bans prohibiting You from accessing Our Carriages, Services and railway stations; or
    b. place conditions on Your future travel.
19. You acknowledge that:
    a. the consumption of alcohol on Our property, including the Train, is prohibited unless:
        i. the alcohol is supplied by Us;
        ii. the alcohol is consumed at a place set aside by Us for alcohol consumption; and
        iii. the service of alcohol is under the Queensland Rail House Policy on the Responsible Service of Alcohol.
    b. any form of smoking by any means (including vapes and e-cigarettes) is prohibited on Trains, station platforms and any areas directed by Us.

Luggage

20. Your Ticket entitles you to bring a set amount of Luggage onto Our Carriage. Allowances vary depending on the accommodation type You booked. This limit is intended to assist with the safe handling and storage of Luggage on our Carriage. Details in relation to Luggage, including the items we will not accept, are set out in our Luggage policy.
21. You acknowledge that We may, in our reasonable discretion:
    a. conduct a reasonable search of your Luggage;
    b. measure the weight and size, of Your Luggage;
    c. refuse to carry any Luggage which We deem unacceptable, due to the nature, weight or size of the Luggage.
22. Any liability for loss or damage that We have for Checked Luggage is limited to $200.

After your journey

23. Once the Train has safely stopped at your destination You must:
    a. leave the Train;
    b. remove all of your Luggage from the Train; and
    c. collect your Checked Luggage.
24. All bookings made for other operators' services or carriage are subject to the terms and conditions imposed by those operators. Refer to the relevant operator for their full terms and conditions.
25. We cannot guarantee connections with other transport companies, and We are not responsible for any costs or expenses associated with missed connections. You agree to the terms of Our Connections policy.

Privacy and assorted terms

26. We may collect and use Your personal information in accordance with Our Privacy Statement.
27. These conditions may not be modified or waived by any entity other than Queensland Rail prior to the commencement of Carriage. No agent, employee or

representative of Ours has the authority to alter, modify or waive any of these conditions.

28. If any Condition in this document is void, illegal, invalid or unenforceable, the Condition is to be read down or severed to preserve the rest of these conditions.

29. Regardless of where the Ticket is issued, the Carriage or other Services to be supplied in accordance with the conditions are governed by the law of the State of Queensland.

Definitions

30. The following definitions apply in these conditions:

Agent means an entity who issues a Ticket on behalf of Us

Carriage means transportation on a Train by rail or by any method of transport substituted by Us.

Carry-on Luggage means any permitted Luggage You carry into the Train and store it yourself.

Checked Luggage means permitted Luggage You check in with Us and we store it on the Train.

Luggage means Your personal property permitted on the Train as part of the Carriage.

Services means those services made available by Us in addition to Carriage.

Ticket means the ticket issued to You by Us or Our agent (an entity who issues a Ticket on behalf of Us) for the Carriage and Services.

Train means the rollingstock or vehicles in which Carriage is undertaken and includes any other method of transport substituted by Us where required.

Us, Our and We means Queensland Rail (and its subsidiary Queensland Rail Limited and associated entities), undertaking Carriage of You (and Your Luggage) or providing Services under these conditions.

You and Your are a reference to the person transported by Us as a customer.

For more information visit queenslandrailtravel.com.au
or call 1800 872 467