



TERMS & CONDITIONS OF CARRIAGE



1. 1.1 The Contract of Carriage and Services between the Operator and the Passenger arises upon receipt by the Passenger of the Ticket and these conditions.
- 1.2 In these conditions:
 - "Agent" means the entity who issues a Ticket on behalf of QR Limited.
 - "Carriage" means transportation by rail, road, sea, air or by any method of transport substituted by the Operator.
 - "Luggage" means the personal effects of the Passenger which the Passenger is allowed to take with him as part of the Carriage.
 - "Operator/s" means the entity including QR Limited undertaking Carriage of the Passenger (and the passenger's Luggage) or providing Services pursuant to these conditions.
 - "Passenger" means the person transported by the Operator.
 - "QR Limited" means Queensland Rail Limited trading as Traveltrain and Kuranda Scenic Railway and includes QR Limited subsidiaries and associated entities.
 - "Services" means those things made available by the Operator/s in addition to Carriage.
 - "Ticket" means this document issued to the Passenger on behalf of QR Limited and includes all attachments thereto.
 - "Train" means the rollingstock or vehicles in which Carriage is undertaken and includes road vehicles, or other methods of transport by sea or air.
2. This Ticket is issued and Carriage and other services in Australia are provided on these conditions, the notices on this Ticket and in fare and timetable booklets.
3. Carriage is only available between the stations or places shown on the Ticket. The Operator may change the Stations, places or destinations without notice to the Passenger and without being liable to the Passenger for loss or costs caused by such change.
4. Any money received for this Ticket by an Agent issuing it is received in trust for QR Limited. QR Limited does not receive this money as agent for any other Operator. The Agent is not for any other purpose agent of any Operator.
5. This Ticket is accepted by the Passenger subject to these conditions, the Transport (Passenger Transport) Infrastructure Act 1994 and its regulations.
6. Operators and QR Limited are not common carriers and may refuse to carry persons or Luggage without giving reasons.
7. This Ticket is not transferable. The Operator reserves the right to require satisfactory proof of identity from the Passenger prior to the Passenger boarding the Train or other means of transport.
8. This Ticket is valid only for the Carriage and/or Services stated on the Ticket. The Operator may impose a cancellation fee upon the Passenger should the Passenger at any time alter or cancel the Carriage or Services or the ticketed fare structure becomes inapplicable. The Operator issuing the Ticket may deduct a cancellation fee from the value of the Ticket and/or make refunds to the Passenger in its absolute discretion.
9. Operators may without notice to the Passenger substitute any Services or mode of Carriage to carry the Passenger. These conditions shall apply to any substituted mode of Carriage or Services.
10. The Passenger acknowledges that industrial disputes, loading restrictions, inclement weather or other causes may necessitate the cancellation and/or delay of Carriage or Services and the Operators may cancel the Carriage or other Services booked by the Passenger due to such causes.
11. The Passenger acknowledges that if landed at a place other than the destination specified the Operator will make reasonable efforts to place the Passenger at the destination specified but shall have no obligation to ensure Passengers reach that destination by any specific time or by the mode of Carriage stated in the Ticket.
12. The Operator shall be under no obligation or liability to the Passenger or any person due to:
 - 12.1 any inaccuracy, error or misdescription contained in any travel or tour brochure; or
 - 12.2 any change in any Ticket price; or
 - 12.3 withdrawal or failure to provide Carriage or Service; or
 - 12.4 the loss or theft of the Ticket; or
 - 12.5 any costs or losses incurred by the Passenger relating to diversion, substitution, alteration, cancellation or delay or from loss or delay of luggage; or
 - 12.6 loss, damage or delay caused by or arising from riots, act of God, civil commotion, strikes, lock-outs, stoppages, industrial action; or
 - 12.7 loss or damage occurring due to any variation in the time of arrival or departure; or
 - 12.8 any other cause beyond the control of the Operator.
13. Passengers must comply with all laws and regulations and with the instructions of the Operator and its employees. The Passenger acknowledges the Operator has the right to conduct a reasonable search or measure the weight of the Passenger's Luggage.
14. The Passenger acknowledges that smoking is prohibited on Trains.
15. The Passenger shall be ready to board the Train at the departure time having, before this time, loaded all Luggage onto the Train and completed all procedures for checking in Luggage. The Operator shall not be obliged to delay the departure of a Train in order to allow a Passenger who is late to board the Train.
16. The Passenger shall leave the Train as soon as it has safety stopped at its destination and shall remove all Luggage and personal effects from the Train.
17. The Passenger agrees the on-board Train Manager of the Train has the authority to make a determination or settle any dispute between the Operator and the Passenger during Carriage.
18. The Operator shall have the right to allocate seats, cabins and berths as it thinks fit, vary any bookings made in respect thereof, and transfer any Passenger from any seats, cabins and berths to alternative ones.
19. 19.1 If the Operator is unable to provide Carriage to the Passenger on the Train it may:
 - 19.1.1 offer Carriage to the Passenger on another date without extra charge; or
 - 19.1.2 make a refund of the fare.
- 19.2 Except as provided by this clause, the Operator shall not be liable for any loss or damage caused by any changes made to the allocation of seats, cabins or berths or for failure to carry the Passenger on the Train or for any loss or damage consequential upon such changes or failure.
20. The Operator may without prior notice refuse access, Carriage or onward Carriage to any Passenger or may cancel the reservation of any Passenger if, in its absolute discretion, it believes such action is necessary for the protection of the Operator or of other Passengers.
21. Except as otherwise provided by these terms and to the extent permitted by law:
 - 21.1 The Operator shall not be liable for death or personal injuries to the Passenger except upon proof that such death or personal injuries were caused by the wrongful act or wilful neglect of the Carrier (and to the extent that such liability cannot by law be excluded);
 - 21.2 The Operator shall not in any event be liable for mental distress or suffering whether caused or not by the neglect or default of the Carrier.
 - 21.3 The Operator shall not be liable for indirect or consequential loss.
 - 21.4 All claims must be made in writing to the Operator at its head office within 28 days of the date of completion of the journey. A claim may only be made by a Passenger who produces a Ticket or furnishes other proof satisfactory to the Operator of a right to bring an action against the Operator.
22. Any liability of the Operator for breaches of any provision of or term implied by Division 2 of Part V of the Trade Practices Act 1974 (CTH) or equivalent state legislation shall not exceed resupply of the Carriage or Services in question or payment of the cost of resupply.
23. Protection given by these conditions to an Agent or Operator shall extend to its servants, agents, representatives, related companies and independent contractors.
24. These conditions may not be modified or waived by any entity other than QR Limited prior to Carriage commencing.
25. If any Condition hereof fails to have all, some or any effect, or causes any other condition to fail, or all to have any effect it shall be read down or severed to preserve the rest of these conditions.
26. Regardless of where the Ticket is issued, the Carriage or other Services to be supplied in accordance with these conditions are governed by the law of the State of Queensland.
27. The Carrier may refuse to carry any luggage which is not acceptable as luggage as provided by this clause. The following prohibited articles may not be carried by the Passenger or placed in their luggage:
 - 27.1 substances and articles the Carriage of which is prohibited in any state or territory through which the luggage is carried;
 - 27.2 things or items which cause damage or which are dangerous including (but without limitation) loaded firearms, explosives or inflammable substances or articles, oxidizing, toxic, radioactive, corrosive or repugnant substances or substances liable to cause infections;
 - 27.3 live animals, insects, birds or fish;
 - 27.4 articles which in the opinion of the Operator are unsuitable for Carriage because of their weight, size or character;
 - 27.5 illegal narcotic substances other than prescribed drugs;
 - 27.6 motorcycles.
 - 27.7 plants.
28. The Passenger agrees the price of the Ticket shall be paid in Australian dollars and the price of the Ticket is subject to change prior to the commencement of Carriage. The Operator may refuse Carriage to the Passenger if any increase to the fare is not paid prior to Carriage. The price of the Ticket entitles the Passenger only to Carriage and does not include other Services provided by the Operator.
29. This Ticket is valid only for Carriage twelve (12) months from the date of issue. Tickets not used in the above period shall not be valid. Refunds (if any) of the price of the Ticket will only be made before the expiry of the validity of the Ticket.
30. No agent, servant or representative of the Operator has the authority to alter, modify or waive any of these conditions.
31. The Operator reserves the right to refuse carriage to any person who has acquired a Ticket in violation of any applicable law or the Operator's own rules and regulations.
32. The Passenger shall be responsible for any loss or damage caused to the Operator's property, servants, agents or representatives by anything done by the Passenger or by any articles brought by him onto the Train and indemnifies the Operator against any liability to other persons for any death, injury, damage or loss caused thereby.
33. All services booked by the Operator with third parties (including but not limited to transportation Services not provided by the Operator, airline, hotel, transfer and porter services) are booked as agent for the Passenger and the Operator shall not be liable for any loss or damage caused to the Passenger or the Passenger's Luggage in connection with Services provided by such third parties.
34. The Operator shall not be liable for loss or damage arising out of arrangements made between Passengers and third parties or independent contractors in connection with services that have been booked by the Operator including:
 - 34.1 Services, products or transportation provided in connection with inclusive holidays that are not under the operation and control of the Operator; and
 - 34.2 Services or products made available on board the Train administered by any doctor, dentist or other medical attendant.
35. Passengers may employ the Services of Porters at their own risk and expense. Trolleys and other equipment available for use at railway stations or destinations are not the property of the Operator and the Passenger uses such trolleys and equipment at his own risk. The Carrier shall not be liable for any loss or damage to the Passenger or the Passengers Luggage or personal effects caused by porters, trolleys or equipment at railway stations or destinations.
36. If assistance is given by a servant, agent or representative of the Operator to the Passenger to load or unload luggage onto or from the Train or to carry luggage onto or from the platform or between vehicles or vessels or any other place, except in fulfilling the Operator's obligations under the Contract, the servant, agent or representative shall be deemed to render such assistance on behalf of the Passenger and the Operator shall not be liable for any loss or damage whether or not caused by the neglect or default of such servant, agent or representative.
37. Passengers shall not be allowed to check in Luggage unless the Passenger produces at the same time a valid Ticket.
38. Passengers shall not include in Luggage fragile or perishable articles, money, jewellery, precious metals, negotiable papers, securities, business documents or samples.
39. All Luggage shall be locked and properly packed and labelled. The Operator shall not be liable for any loss or damage caused by failure to comply with this provision. Labels on Luggage shall show the name and destination address of the Passenger.
40. The Operator may refuse to accept for Carriage Luggage which is in a defective state or which shows signs of obvious damage or which is not properly labelled.
41. The Operator shall not be obliged to verify the person claiming the Luggage is the owner of it or is entitled to take delivery.
42. The Passenger shall collect Luggage as soon as it is available for collection.
43. The Operator takes no responsibility either as carrier or as warehouseman in respect of Luggage.
44. All Luggage is carried at the Passenger's own risk and the Operator shall not be liable for any loss of or from or for damage to such Luggage, howsoever caused including consequential loss.
45. In the event of the Operator being liable for loss of or from or for damage to Luggage, such liability shall in any case be limited to the sum of \$200. The Operator shall be under no liability for delay to Luggage.
46. The Passenger acknowledges the operator shall not be liable for personal injuries to the Passenger after the Passenger arrives at a destination. The Passenger shall be liable for their safety, transportation and accommodation at the destination.