

Conditions of Carriage - Kuranda Scenic Railway

Tickets are issued subject to Queensland Rail's Conditions of Carriage for Kuranda Scenic Railway:

1. The Contract of Carriage between the Operator and the Customer and for the Services provided arises upon receipt by the Customer of the Kuranda Scenic Railway Ticket which incorporates these terms and conditions.

DEFINITIONS

2. In these conditions the following definitions apply:

"Agent"	means the entity who issues a Ticket on behalf of Queensland Rail.
"Carriage"	means transportation on Kuranda Scenic Railway or by a method of transport substituted by the Operator.
"Luggage"	means the personal effects of the Customer which the Customer is allowed to take with him/her as part of the Carriage.
"Operator/s" or "Carrier"	means the entity, including Queensland Rail, undertaking Carriage of the Customer or providing Services under to these conditions.
"Customer"	means the person transported by the Operator.
"Queensland Rail"	means Queensland Rail Limited trading as Queensland Rail and includes Queensland Rail subsidiaries and associated entities.
"Services"	means those things made available by the Operator/s in addition to Carriage.
"Ticket"	means the ticket issued to the Customer by the Operator for the Carriage and for Services.
"Train"	means the Kuranda Scenic Railway or transport in which Carriage is undertaken and includes any methods of transport substituted by the Operator where required.

GENERAL TERMS

3. The Ticket issued, and any Services provided, are subject to these conditions, any notices on the Ticket, and the fare and timetable information on the Queensland Rail Travel or Kuranda Scenic Railway websites.
4. The Ticket is not transferable. The Operator reserves the right to require satisfactory proof of identity from the Customer prior to the Customer boarding the Train or other means of transport.
5. The Customer accepts the Ticket subject to these conditions, the Transport Operations (Passenger Transport) Act 1994 and the Transport Infrastructure Act 1994 and their regulations.
6. The Customer must comply with all laws and regulations and with the instructions of the Operator and its employees. 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.
7. The Operator may without prior notice:
 - (a) refuse access, Carriage or onward Carriage to any Customer; or
 - (b) cancel the reservation of any Customer, if, the Operator believes, in its absolute discretion, that such action is necessary for the protection of the Operator or of other Customers.
8. All bookings made for Operators' Services or Carriage (other than Queensland Rail Services or Carriage) are subject to the terms and conditions and limitations of liability imposed by those Operators. Any legal recourse you may have is against the relevant Operator, not Queensland Rail Travel. Please refer to the relevant Operator for their full terms and conditions or contact Kuranda Scenic Railway Reservations on 1800 KSRAIL (577 245) for further details.

TRAVEL

9. 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 Customer and without being liable to the Customer for loss or costs caused by such change.
10. Operators may without notice to the Customer substitute any Services or mode of Carriage to carry the Customer. These conditions apply to any substituted mode of Carriage or Services.
11. The Customer acknowledges that if he/she arrives at a place other than the destination specified on the Ticket, the Operator will make reasonable efforts to place the Customer at the destination specified. Despite this, the Operator is not obligated to ensure the Customer reaches that destination by any specific time or by the mode of Carriage stated in the Ticket.
12. The customer must be ready to board the Train at the departure time. The Operator is not obliged to delay the departure of a Train in order to allow a Customer who is late to board the Train.
13. The Customer must leave the Train as soon as it has safely stopped at its destination and must remove all personal items from the Train.
14. Where reasonably required, the Operator has the right to:
 - (a) allocate seats and cabins as it thinks fit;
 - (b) vary any bookings; and
 - (c) transfer any Customer from any seats or cabins to alternative ones.
15. The Customer acknowledges and agrees that all children 14 years of age and under must be accompanied by a person 16 years and over. The Operator has the absolute right to refuse Carriage of any unaccompanied children.
16. The Customer acknowledges that the consumption of alcohol on Queensland Rail property and customer services is prohibited unless: (a) The alcohol is supplied by Queensland Rail; and (b) The alcohol is consumed at a place set aside by Queensland Rail for alcohol consumption.
17. The Customer acknowledges that smoking is prohibited on Trains, station platforms and any areas directed by the Operator.
18. The minimum dress requirement is clean and tidy casual clothing. Footwear must also be worn when moving throughout the train. The operator reserves the right to refuse carriage to any person if minimal dress requirements are not met.

ASSISTANCE ANIMALS

19. Customers travelling with guide, hearing or assistance animals must comply with:
 - (a) all relevant Commonwealth, State and Local Government legislation and regulations; and
 - (b) booking processes and policies of Queensland Rail for assistance animals, including having the assistance animal pre-approved by Queensland Rail (further details of the booking process and policies may be found at <https://www.queenslandrailtravel.com.au/travelwithus/onboardexperiences/accessibility> otherwise Queensland Rail may refuse travel to such assistance animals.

CANCELLATION / MODIFICATION

20. The Ticket is valid only for the Carriage and/or Services stated on the Ticket. The Operator may impose a cancellation fee (which may be up to 100% of the fare) upon the Customer if the Customer at any time alters or cancels the Carriage or Services that causes the existing fare structure to become inapplicable
21. The Operator issuing the Ticket may, in its absolute discretion, deduct a cancellation fee from the value of the Ticket and/or make refunds to the Customer.
22. The Ticket is valid only for the travel details confirmed at the time of issue. If any travel details are changed, the ticket is valid for a maximum period of three (3) months from the date the changes were made. Refunds (if any) of the Ticket price can only be made before the expiry of the validity of the Ticket.
23. Except as otherwise set out in these terms, the Customer acknowledges that the Kuranda Scenic Railway Disruptions Refund Policy shall apply. Further information can be provided by contacting Kuranda Scenic Railway reservations on 1800 KSRAIL (577 245).
24. The Customer acknowledges that industrial disputes, loading restrictions, inclement weather, maintenance or other causes may require the Operators to cancel and/or delay the Carriage or Services booked by the Customer due to such causes.
25. If Carriage on the Kuranda Scenic Railway is cancelled by the Operator for any reason, the Operator and all partners must provide the Customer and relevant passengers the option to either rebook to another day or a full refund. Customers who have booked through a third party will be directed back to their point of booking to either rebook or cancel and receive a refund.

LUGGAGE

26. All Luggage must remain with the Customer at all times.
27. The Customer acknowledges that all Luggage items are the sole responsibility of the Customer, and all Luggage is carried at the Customer's own risk and the Operator is not liable for any loss of or any damage caused to such Luggage.
28. Operators are not common carriers and may refuse to carry persons or Luggage without giving reasons.
29. The Customer acknowledges the Operator has the right to conduct a reasonable search of the Customer's Luggage.
30. The Carrier may refuse, in its absolute discretion, to carry any Luggage which it deems not acceptable, due to the nature, weight or size of the Luggage.
31. The Carrier is not liable for any loss or damage to the Customer or the Customer's Luggage caused by porters, trolleys or equipment at railway stations or destinations.
32. If assistance is given by a servant, agent or representative of the Operator to the Customer in respect of the Customer's Luggage, the servant, agent or representative is deemed to render such assistance on behalf of the Customer and the Operator is not liable for any loss or damage whether or not caused by the neglect or default of such servant, agent or representative.

DISPUTES

33. The Customer agrees the onboard Senior Guest Services Attendant of the Train has the authority to make a determination or settle any dispute between the Operator and the Customer during the Carriage.

LIABILITY PROVISIONS

34. The Operator is under no obligation or liability to the Customer or any person due to:
 - (a) any inaccuracy, error or misdescription contained in any travel or tour brochure; or
 - (b) any change in any Ticket price; or
 - (c) withdrawal or failure to provide Carriage or Service; or
 - (d) the loss or theft of this Ticket; or
 - (e) any costs or losses incurred by the Customer relating to diversion, substitution, alteration, cancellation or delay or from loss or delay of Luggage; or
 - (f) loss, damage or delay caused by or arising from riots, act of God, civil commotion, strikes, lock-outs, stoppages, industrial action; or
 - (g) loss or damage occurring due to any variation in the time of arrival or departure; or
 - (h) any other cause beyond the control of the Operator.
35. Except as otherwise provided by these terms and to the extent permitted by law:
 - (a) The Operator is not liable for death or personal injuries to the Customer except upon proof that such death or personal injuries were caused by the wrongful act or willful neglect of the Operator (and to the extent that such liability cannot by law be excluded);
 - (b) The Operator is not liable for indirect or consequential loss.
36. All claims must be made in writing to the Operator at its head office within twenty-eight (28) days of the date of completion of the journey. A claim may only be made by a Customer who produces a Ticket or other proof satisfactory to the Operator of a right to bring an action against the Operator.
37. To the extent permissible by law, any liability of the Operator for breaches of any consumer guarantees of the Competition and Consumer Act 2010 (Cth) or equivalent state legislation will not exceed resupply of the Carriage or Services in question or payment of the cost of resupply.
38. Protection given by these conditions to an Agent or Operator extends to its servants, agents, representatives, related companies and independent contractors.
39. The Customer is responsible for any loss or damage caused to the Operator's property, servants, agents or representatives by anything done by the Customer or by any articles brought by him/her onto the Train.
40. The Customer indemnifies the Operator against any liability to other persons for any death, injury, damage or loss caused by the Customer or by any articles the Customer brings onto the Train.
41. All Services the Operator books with third parties (including but not limited to transportation Services not provided by the Operator, airline, hotel, transfer and porter services) are booked by the Operator as agent for the Customer. The Operator is not liable for any loss or damage caused to the Customer or the Customer's Luggage in connection with Services provided by such third parties.
42. The Operator is not liable for loss or damage arising out of arrangements made between Customers and third parties or independent contractors in connection with Services that have been booked by the Operator including:
 - (a) Services, products or transportation provided in connection with inclusive holidays that are not under the operation and control of the Operator; and
 - (b) Services or products made available on board the Train administered by any doctor, dentist or other medical attendant.
43. The Customer acknowledges the Operator is not liable for personal injuries to the Customer after the Customer arrives at a destination. The Customer is responsible for their own safety, transportation and accommodation upon arriving at the destination.

FARE

44. The Customer agrees the price of the Ticket is subject to change prior to the commencement of Carriage. The Operator may refuse Carriage to the Customer if any increase to the fare is not paid prior to Carriage. The price of the Ticket entitles the Customer to Carriage only and does not include other Services provided by the Operator unless otherwise stated.

PERSONAL INFORMATION

45. The Operator collects personal information about the Customer to provide products and services to the Customer, process the travel arrangements, undertake customer service feedback activities, and for security, administrative and legal purposes. If the information is not provided by the Customer, the Operator may not be able to provide the services requested.
46. For these purposes, the Customer authorises the Operator to retain the Customer's personal information and to disclose this personal information to our related companies, travel service providers, customer service representatives, organisations which provide services to the Operator, such as credit and other payment card companies, various law enforcement agencies and governments for security and emergency purposes. Where the information is used for the purposes of undertaking customer service feedback activities the Customer may 'opt out' by contacting Queensland Rail Travel and request that the Operator's customer service representatives do not contact you.
47. The Customer can gain access to the information the Operator holds and ask for correction of the personal information by contacting Queensland Rail Travel.

APPLICABLE LAW

48. These conditions may not be modified or waived by any entity other than Queensland Rail prior to the commencement of Carriage. No agent, servant or representative of the Operator has the authority to alter, modify or waive any of these conditions.
49. 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.
50. 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.

