

Conditions of Carriage

Gulflander

Queensland Rail Travel is proud to connect communities throughout the state. 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: We are operating with cashless transactions at our travel centres and railway stations.

4. We may refuse to carry You if you received your Ticket in violation of any applicable law or our policies and procedures.
5. Your Ticket entitles You to Carriage only, unless We tell You otherwise.

6. You cannot transfer a Ticket unless We agree to the transfer.
7. We reserve the right to require satisfactory proof of Your:
 - a. identity; and
 - b. entitlement to Concessional Tickets if applicable (ask your consultant for more information).
8. Children 14 years and under must be accompanied by an adult person (16 years and over).
9. 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

10. 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. If You don't get to travel, You can either rebook to another day or obtain a full refund. If You booked through a third party, You should contact that agent to either rebook or cancel and receive a refund.

Boarding the train

11. You must be ready to board the Train:
 - a. before the departure time;
 - b. having loaded all Carry-on Luggage onto the Train; and
 - c. having completed all procedures for Checked Luggage.
12. We are not obliged to delay the departure of a Train if You are late.
13. The Gulflander service is not accessible to You if You need to use a wheelchair or mobility scooter. For more information about accessibility on our services visit our [Accessibility](#) webpage.

Fit for travel

14. 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.

15. The onboard Supervisor of the Train will have the authority to make a determination or settle any dispute between You and Us during the Carriage.
16. You agree to comply with our [Fit for travel policy](#) during the Carriage and while otherwise using Our Services.
17. 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.
18. 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

19. The Gulflander service has very limited storage space for Checked Luggage and for Carry-on Luggage. Details in relation to Luggage, including the items we will not accept, are set out in our [Luggage policy](#).
20. 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.

21. Any liability for loss or damage that We have for Checked Luggage is limited to \$200.

After your journey

22. 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.

23. 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.

24. 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 Connection policy](#).

Privacy and assorted terms

25. We may collect and use Your personal information in accordance with [Our Privacy Statement](#).

26. 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.

27. 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.

28. 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

29. 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, email gulflander@qr.com.au or call 1800 577 245