

Conditions of travel

NSW TrainLink aims to provide you with a safe and enjoyable travel experience. The information below outlines the policies and procedures relating to Regional services.

Alcohol

Alcohol, including a selection of Australian wine and beer, is available for purchase on our trains between midday and 11.00pm to those over 18 years of age.

While on board a train, you are not permitted to drink alcohol that has been purchased anywhere other than the buffet car. Fines apply.

We actively promote the responsible service of alcohol and have the right to refuse to serve alcohol to passengers. We can also ask the police to remove intoxicated passengers from services and train stations.

Please drink alcohol in your own seat, not standing in the aisle or vestibule.

Identification

Passengers may be required to produce photo identification at the time of purchasing a ticket or boarding a NSW TrainLink service. NSW TrainLink reserves the right to refuse service to any passengers who fail to comply with such a request and provide a refund of the purchased ticket.

Infringements

Passengers on NSW TrainLink services are governed by the relevant law of NSW regardless of where the passenger purchased the ticket or in which state an offence is committed.

Passenger conduct

Passengers shall not:

- Put any part of their body outside any window or doorway of a NSW TrainLink service while it is in motion.
- Enter or leave a NSW TrainLink service while it is in motion.
- Board or leave a service that is not scheduled to pick up or set down passengers.
- Board or leave a service in circumstances where the passenger is not scheduled to board or leave it.
- Board a service without a valid ticket and/or reservation.
- Occupy a sleeping berth or seat without a valid ticket and or reservation.
- Board a service under the influence of alcohol, wearing soiled clothing or being offensive to other passengers.

If a passenger is in breach of a condition of travel NSW TrainLink has the right to refuse service and the contract for carriage between NSW TrainLink and the passenger is immediately terminated without right of refund.

If a passenger breaches any provision of the *Passenger Transport Regulation 2007* staff may ask the police to remove the passenger from the service. Under the regulation, train drivers are authorised to direct that a passenger to leave the train in certain circumstances, for example where they are causing or is likely to cause, inconvenience to other passengers or to the driver of the train (whether because the person is under the influence of alcohol or another drug, or for any other reason).

Personal safety cameras

Staff on NSW TrainLink Regional services may be wearing personal safety cameras to help keep you safe.

Audio and camera images may also be used by police.

If you see anti-social behaviour or feel unsafe, tell a staff member right away.

Smoking



NSW TrainLink provides a smoke free environment for both passengers and staff. The smoking of any substance is not allowed on trains or platforms or in booking offices and other enclosed areas.

Smoke detectors are fitted in all areas of the train, including toilets and vestibules. Passengers found smoking on board will be fined and asked to leave the train or coach.

Please don't leave the train for a cigarette break when it stops during your journey as it may have departed by the time you return. If such a situation occurs, NSW TrainLink will not be liable for any consequences.



1. This ticket is issued to and accepted by the person named in the ticket (hereinafter called "the holder"), subject to the terms and conditions hereinafter contained and to the Railways Acts, By-Laws, Regulations and General Conditions of Carriage in force in each Railway System to which this ticket applies in respect of travel within that System.
2. No third party has the authority to issue the holder a ticket on NSW TrainLink's behalf unless NSW TrainLink has expressly authorised that third party (in writing) to issue tickets.
3. Each of the Railway Systems contracts on its own behalf for carriage of the holder on the transport services which it operates and as agents for the other Railway Systems where the transport services extend to the jurisdiction of the other Railway Systems.
4. To the fullest extent permissible by law, each Railway System shall be under no obligation or liability whatsoever to any person as a result of:
 - (a) Any inaccuracy, error or misdescription contained in any travel or tour brochure; or
 - (b) Any change in any ticket price; or
 - (c) Withdrawal of or failure to provide any service set out in such travel or tour brochure.
5. The issuer of this ticket shall not be liable to the purchaser or the holder in the event of the loss of or theft of this ticket or if it is honoured when presented by any person other than the person named therein or if the ticket is mislaid.
6. This ticket is not transferable.
7. Each Railway System may use any mode of transport to carry the holder.
8. Each Railway System shall not be liable to the holder for loss, damage or delay caused by or arising from any event beyond their control, riot, Act of God, civil commotion, Act of terrorism, strikes, lockouts, stoppages or restraint of labour from whatever cause whether partial or general. Nor shall each Railway System be liable to the holder for loss, damage or delay caused by or arising from the failure of a Railway System to give a ticket holder notice of:
 - (a) the withdrawal or cancellation of any service to which the ticket holder is entitled;
 - (b) the occurrence of any of the events, matters or things set out in this Condition;
 - (c) the threat, likelihood, possibility or probability of the occurrence of any of the events, matters or things set out in this Condition.

9. Each Railway System shall not be liable for any consequences arising out of or from any variation in the time of arrival at or departure from any station or point of any train, bus or other travel service.

10. Each Railway System may in its sole discretion, without liability therefore, cancel wholly or in part any of the trains, buses or other services shown in the published timetables or vary the stations or points at which the trains, buses or other services will pick up or set down passengers.

11. Each Railway System may during any journey change the mode of transport.

12. A cancellation fee will be charged should the holder cancel this ticket:

(a) The cancellation fee on rail travel within a Railway System shall be determined according to the Railways Acts, By-Laws, Regulations and Conditions of Carriage in force within that Railway System;

(b) Any cancellation fee imposed will be deducted from the value of this ticket before a refund, if any, is given;

(c) To ensure that a ticket holder receives a maximum refund in the event that the ticket will not be used the ticket holder must give the longest possible prior notice of cancellation;

(d) Refunds will not be allowed on expired tickets.

13. NSW Trains reserves the right to refuse service to passengers where the passenger:

- does not hold a valid ticket (including travelling on a concessional fare to which they are not entitled)
- Is, or is likely to, create a disturbance on the train (including where they are under the influence of alcohol, drugs or for any other reason)
- has clothes or belongings which are dirty and could cause damage to other passengers, their belongings or the train,
- has items of such size and dimension that cannot be safely carried on the train
- is consuming alcohol they have brought onto the train
- is smoking
- is causing any damage to the train, including acts of graffiti vandalism
- is threatening staff or other customers, including, but not limited to acts of violence or apprehended violence

14. Pensioners must be in possession of a valid Pensioner Concession card issued in their name by Centrelink or the Department of Veterans' Affairs (whether electronic or physical) in order to obtain a concessional fare.

15. NSW Trains reserves the right to inspect items of luggage and bags brought onto the train by the customer.

16. Train drivers and Authorised Officers employed by NSW Trains are able to give directions to customers to not enter or leave a train or railway premises for reasons including breach of these terms and conditions and/or for committing offences under Railway Legislation. Where such a direction is given the customer must comply and remain away for at least 2 hours unless the customer has a reasonable excuse. Failure to comply with a direction of Trains driver or Authorised Officer is an offence which carries a maximum penalty of \$1,100.

17. NSW Trains reserves the right to contact police to remove customers who fail to comply with these terms and conditions or who are otherwise committing an offence.

18. NSW Trains advises that its staff may be using personal safety cameras on board trains which are capable of recording audio and video of any alleged incidents which may be in contravention of these terms and conditions.

19. NSW Trains will only record and use personal information to the extent necessary to process and confirm the booking, confirm payment, provide service information (including trackwork and any other changes to the service including timetable and platform details) and for marketing purposes, but, in respect of marketing, only where the customer provides their consent. For further information in relation to how NSW Trains records and uses personal information, please refer to the [Privacy Policy](#) published on the TfNSW website.