

Travel Agency Agreement

THIS CONTRACT is dated the day of 20
BETWEEN

QUEENSLAND RAIL LTD (ABN: 71 132 181 090)
of Level 14 , 305 Edward Street Street, Brisbane, Queensland 4000 ('QUEENSLAND RAIL')

AND

Entity Name: ABN:

RECITAL:

A: Queensland Rail has authorised the Agent to sell on its behalf passenger rail tickets, including sleeping berths and reserved seat tickets ('Travel') at the Agent's place of business at:

Address: ("the Agency")

B: This contract applies to Travel relating to the following:

1. The Spirit of Queensland
2. Tilt Train
3. Spirit of the Outback
4. The Westlander
5. The Inlander
6. Kuranda Scenic Railway (and related packages)
7. The Gulflander (and related packages)

Terms and Conditions

1. **AGENT'S OBLIGATIONS: The Agent must:**
 - 1.1. at its expense, conduct and maintain the Agency for the sale of Travel to the reasonable satisfaction of Queensland Rail;
 - 1.2. warrant that any information relevant to the Travel required to be disclosed to its customer, is so disclosed;
 - 1.3. sell the Travel in accordance with any terms and conditions for purchasers imposed by Queensland Rail from time to time, including but not limited to relevant policies available at www.queenslandrailtravel.com.au;
 - 1.4. comply with the relevant Queensland Rail Travel booking conditions available at www.queenslandrailtravel.com.au. These conditions form part of your contract with us and are subject to change;
 - 1.5. when selling Travel for ten (10) travellers or more (Group), do so subject to the terms of the relevant Group Travel Policy available at www.queenslandrail.travel.com.au. The Group Travel Policy forms part of your contract with us and is subject to change;
 - 1.6. charge and collect the fare communicated to the Agent by Queensland Rail when Travel is sold;
 - 1.7. not change company name or details without prior written notice to Queensland Rail;
 - 1.8. keep true, complete and accurate records of all Travel sold;
 - 1.9. represent the Queensland Rail Travel brand in a manner that does not bring the brand into disrepute;
 - 1.10. retain the proceeds of all Travel sold in the Agent's trust account for the benefit of Queensland Rail and not use or

apply funds from the sale of Travel to any use other than for the purposes of remitting those funds to Queensland Rail; and

1.11. comply with the requirements of this contract at all times.

2. QUEENSLAND RAIL'S OBLIGATIONS: Queensland Rail will:

- 2.1. Supply Travel to the Agent and stipulate the procedures for booking Travel, including any agreed allocation of Travel. Despite an ability to provide agreed allocations, there is no minimum allocation guaranteed to an Agency at any time. All allocations provided to you will be in the complete discretion of Queensland Rail and may be removed at any time.
- 2.2. Queensland Rail will set your Commission Rate (see Clause 5.2) at the commencement of this contract. We may amend your Commission Rate on a permanent basis at any time within Queensland Rail's absolute discretion. Any amendment will be communicated to you in writing, as a variation to this contract.
- 2.3. Queensland Rail may provide you with an increased Commission Rate that is applicable only to certain products on an adhoc basis as part of Queensland Rail promotions or incentives. These will be communicated to you and payments adjusted on monthly invoices.

3. COMMENCEMENT:

- 3.1. This Contract will commence on the date of execution by Queensland Rail (Contract Date).
- 3.2. Provided the requirements of Clause 7 are met, this Contract will automatically renew on 1 April each year and remain ongoing unless terminated earlier pursuant to Clause 12.

4. AUDIT

- 4.1. The Agent must permit authorised officers of Queensland Rail to undertake inspections and audits of all records, and money held by the Agent on behalf of Queensland Rail at a time and place that may be agreed between the parties.
- 4.2. The Agent agrees that all Travel not accounted for during any inspection or audit or proven to be sold/ticketed by the Agent must be paid for by the Agent as if they had been sold.

5. PAYMENT

- 5.1. All payments made under this contract will be made in Australian Dollars.
- 5.2. Subject to clause 16, Queensland Rail will pay to the Agent in respect of all Travel sold on behalf of Queensland Rail a commission calculated as item 1 of the Schedule (Commission Rate).
- 5.3. All payments due under or in relation to this contract will be made by the Agent to Queensland Rail in accordance the times and method notified from time to time in Item 2 of the Schedule. For the purposes of this clause an email will be taken to have been received at the time it enters the recipient's mail server.
- 5.4. If the Agent fails to comply with clause 5.3, then Queensland Rail may require the Agent to pay to Queensland Rail interest on any overdue amount in the amount of 10% per annum.

6. INDEMNITY AND INSURANCE

- 6.1. The Agent will indemnify, and keep indemnified, Queensland Rail from and against all claims, damage or loss suffered by Queensland Rail in connection with or related to:
 - (a) any act, omission, negligence or default of the Agent or any of its employees or contractors;

- (b) the Agent or its employees acting outside the Agent's authority; or
- (c) any breach of this contract, including expenses incurred pursuing any breach by the Agent.

7. COMPANY DETAILS AND CREDIT CHECK:

- 7.1. Where the Agent has entered into a Credit Arrangement with Queensland Rail, that Credit Arrangement will form part of this Agreement. The applicable Credit Arrangement is identified in Item 3 of the schedule.
- 7.2. Any breach of the Credit Arrangement identified in Item 3 of the Schedule will be a material breach of this Agreement.
- 7.3. It is the Agent's responsibility to ensure Queensland Rail is informed of any changes to information contained in the Credit Arrangement.
- 7.4. During the Term of this Agreement, a failure to either confirm or communicate changes to an Agent's details that may be necessary for Queensland Rail to continue to do business with the Agent may result in action, including:
 - 7.4.1. Queensland Rail suspending trading with the Agent for a period determined by Queensland Rail in its absolute discretion; and/or
 - 7.4.2. your agency appointment being terminated immediately by Queensland Rail without further notice to you.

8. CONFIDENTIAL INFORMATION AND PRIVACY:

- 8.1. The Agent must not use, disclose, reproduce or make public Queensland Rail's Confidential Information for any purpose except in accordance with this contract. If the Agent becomes aware of a breach of this obligation it must immediately notify Queensland Rail. For the purposes of this contract "Confidential Information" means any information of a private, confidential or secret nature concerning the business, products, processes, methodology or affairs of Queensland Rail or any person having dealings with Queensland Rail that comes to the Agent's attention during the course of or in connection with this contract.
- 8.2. The Agent must provide to Queensland Rail the names and contact details of all individuals intending to travel. Queensland Rail warrants that this information will be used for the purpose of providing travel services, and any other purpose that is required by law, including but not limited to any applicable law or legally binding order of any court, government or semi-government authority, administrative or judicial body, or a requirement of a regulator.

- 9. **ENTIRE CONTRACT:** This contract constitutes the entire agreement between the parties. Any prior agreements, representations or undertakings are superseded by this document.

- 10. **RELATIONSHIP OF THE PARTIES:** Nothing in this contract is to be considered or interpreted as constituting either party the general agent or representative of the other party.

- 11. **NOTICES:** A notice required or permitted to be given under this contract (except as provided by Clause 5.3) should be in writing, addressed to the party to be notified and delivered to that party's address, sent by pre-paid mail to that party's address or transmitted by facsimile to that party's address.

12. TERMINATION

- 12.1 Either party may terminate this contract by giving the other party four (4) weeks notice in writing.

12.2 In the event that the Agent:

12.2.1. fails to observe or perform any of the terms of this contract;

12.2.2. is, or is suspected to be insolvent (as the term is defined in the Corporations Act 2001 (Cth));
then without prejudice to any other remedy which Queensland Rail may have either at contract or at law
Queensland Rail may terminate this Contract by giving the Agent the notice referred to in Clause 12.1.

13. DISPUTE RESOLUTION:

13.1. If any dispute between the Agent and Queensland Rail arises out of or in connection with this contract, then either party will deliver a written notice to the other identifying and providing details of the dispute.

13.2. The parties will confer at least once in the next fourteen (14) days to attempt to resolve the dispute, and in the event the dispute is not resolved either party may by notice in writing refer the dispute to litigation.

14. **GOVERNING LAW:** This contract is governed by the laws of Queensland and the parties agree to submit to the jurisdiction of the courts of Queensland.

15. **VARIATION:** None of the conditions of this contract will be waived, varied, discharged or released unless evidenced in writing and signed by both parties.

16. ASSIGNMENT:

16.1. The Agent agrees not to assign or otherwise deal with this contract or any right or obligation under it without the prior written consent of Queensland Rail.

16.2. Queensland Rail may assign this contract at any time without prior consent.

17. **TAXATION AND GST:** Where the Agent seeks to establish a Recipient Created Tax Invoice ('RCTI') arrangement in respect of Agency Services the following clauses will apply:

17.1. For the purposes of this clause 16, Recipient means the Agent; and Supplier means Queensland Rail.

17.2. Pursuant to Section 29-70 (3) of A New Tax System (Goods and Services Tax) Act 1999 ("ANTS (GST) Act") the Recipient of a Taxable Supply may issue a Recipient Created Tax Invoice ("RCTI") to the Supplier.

17.3. Pursuant to Paragraph 13 of the Goods and Services Tax Ruling GSTR 2000/10 ("GSTR 2000/10") the Commissioner of Taxation ("Commissioner") has set out requirements for a Supplier and a Recipient to enter into a RCTI arrangement.

17.4. The parties to this contract wish to establish an RCTI arrangement in respect of the Agent's selling of Travel on behalf of Queensland Rail ("the Supplies").

17.5. All definitions and interpretations will have the meaning given to them by the GST Law as defined in Section 195-1 of the ANTS (GST) Act.

17.6. The RCTI is a Tax Invoice belonging to the class of invoices that the Commissioner has determined in writing may be issued by the Recipient of the Supplies.

17.7. The Recipient can issue Tax Invoices in respect of the Supplies.

17.8. The Supplier must provide its Australian Business Number ("ABN") to the Recipient and this must be disclosed on the RCTI.

17.9. The Recipient must issue the original or a copy of the RCTI to the Supplier within 28 days of the making, or determining the value, of the taxable supply and must retain the original or a copy

By checking this box you agree to the above terms and conditions and those of the Travel Agency Agreement Schedule provided.

Name of authorising agency representative

Title/Position of authorising agency representative

Office Use Only:

This Agreement has been completed by the above authorising agent to the requirements of Queensland Rail

YES NO if no why

A copy of this Agreement has been returned to The Agent for their records

YES NO if no why

Name of Queensland Rail authorising representative

Date:

Position of Queensland Rail authorising representative

Submit