

# Queensland Rail Political Access Application Form (single application)

## Instructions for use:

1. Complete the below Application Form
2. Review and sign (on Page 3) the Deed of Indemnity and Release
3. Provide copies of any Materials listed in the Application Form below
4. Provide copies of the Certificates of Currency of Insurance listed in Clause 6
5. All enquiries about this Application should be directed to Queensland Rail's Government Relations team, by phoning 07 3072 2065 or emailing [governmentstakeholder@qr.com.au](mailto:governmentstakeholder@qr.com.au)
6. For **multiple access** applications, please complete this [spreadsheet](#)  
*NOTE - it must be completed electronically and emailed to [governmentstakeholder@qr.com.au](mailto:governmentstakeholder@qr.com.au)*

<b>Station to be accessed</b>	1.		
<b>Date / Time</b>	<b>Date</b>	<b>Start time</b>	<b>End time</b>
<b>Applicant details</b>	<b>Political party / Applicant entity:</b>		
	<b>Contact title / name:</b>		
	<b>Phone:</b>		
	<b>Email:</b>		
<b>Other participants</b> List all support staff and/or volunteers <i>*Please specify if the participants are different for each site*</i>	1.		
	2.		
<b>Equipment/materials</b> Specify dimensions of any equipment to be used and content of any materials  <i>*Copies of materials to be handed out to the public must be supplied with this Application*</i>			

# Deed of indemnity, release and discharge

(To be completed by each Applicant)

In consideration of Queensland Rail allowing

.....  
(Name of Political Party / Applicant)

to enter the premises known as

.....  
(Premises)

to take part in Political Activity, as defined in the Protocol for Political Representatives or Candidates Visiting Queensland Rail Facilities, Stations or Workplaces (See Annexure 1)

.....  
The Applicant covenants and agrees as follows:

## 1. Entry at Own Risk

- a. The Applicant agrees that entry to and attendance upon the premises shall be entirely at the Applicant's own risk.

## 2. Indemnity

- a. The Applicant hereby indemnifies and will keep Queensland Rail indemnified from and against all action, suits, proceedings, claims, demands, costs, losses, damages and expenses of what soever nature and howsoever occurring (save to the extent arising from the negligence of Queensland Rail) brought against or made upon Queensland Rail by the Applicant or by any other person or which Queensland Rail may itself pay suffer or sustain arising directly or indirectly from the Applicant entering or being on the premises described above.

## 3. Release and Discharge

- a. The Applicant hereby releases and discharges Queensland Rail from any such actions, suits, proceedings, claims, demands, costs, losses, damages and expenses which but for the provisions hereof might be brought against or made upon it.

## 4. Queensland Rail's Convenience

- a. The Applicant further agrees that their attendance at the premises will be at such time or times that will be convenient to Queensland Rail and undertakes not to cause any interference with or inconvenience to the working of Queensland Rail and to obey any lawful direction given by Queensland Rail.

## 5. This Deed

- a. In this Deed,
  - i. **Queensland Rail** includes its officers, servants and agents;
  - ii. **Applicant** includes its employees, supporters and volunteers listed with this Deed
- b. This Deed may be pleaded by Queensland Rail as a bar to any action, suit, proceeding, claim, demand or costs brought or made by the Applicant or anyone claiming by or through or under the Applicant howsoever arising out of or in connection with the Applicant entering or being on the premises described above.

6. Insurance

- a. The Applicant will on or before the execution of this Deed, at their expense, effect and maintain at all times during the term of this Deed an insurance policy or policies with a company or companies licensed to carry on business in the State of Queensland and (in those amounts and of a type specified by Queensland Rail) to cover its legal liability arising out of or in connection with, either directly or indirectly, the performance of this Deed. The Applicant will provide copies of the Certificates of Currency for these insurances on requested from Queensland Rail, including at the time of execution of this Deed.
- b. In satisfaction of these provisions the Applicant agree to effect:
  - i. a broad form liability policy in an amount of at least twenty million dollars
  - ii. workers' compensation insurance (if applicable)
  - iii. such other insurances as Queensland Rail may, from time to time, require.

**Executed as a deed**

**SIGNED SEALED AND DELIVERED by Authorised Representative:**

.....  
Full name of Political Party / Applicant

.....  
Signature on behalf of Applicant

this ..... day of ..... 20.....

.....  
Full name of person on behalf of Applicant

.....  
Name of Witness

.....  
Signature of witness

# Protocol for Political Representatives or Candidates Visiting Queensland Rail Facilities, Stations or Workplaces

(Revised October 2020)

## 1 Purpose of this protocol

These guidelines are provided to assist Members of Parliament, other elected public representatives, endorsed candidates and political parties when seeking access to Queensland Rail Limited property.

1.1 In assessing applications, Queensland Rail will be guided by this protocol and the following priorities:

- safety
- customer and staff convenience
- operational requirements and efficiency
- integrity of pre-arranged commercial or promotional activities (e.g. charity events).

## 2 Core principle

2.1 Queensland Rail remains clearly independent from political parties and processes.

## 3 COVID-19 Protocol

3.1 Queensland Rail has procedures in place to ensure the safety of employees and customers on its network during COVID-19.

3.2 During the 2020 State Election, Queensland Rail has determined to maintain public health and safety, Candidates must:

- adhere to public health directions
- adhere to social distancing guidelines
- not attend if unwell
- provide their own hand sanitiser (or equivalent)
- comply with instructions and directives from Queensland Rail staff. Instructions may include identifying suitable locations for the safe positioning of any signage, tables, chairs and display materials.
- adhere to social distancing measures, practice good hygiene, and get tested for COVID-19 at the first sign of respiratory illness. However, candidates and volunteers are not required to wear PPE and/or masks.
- not hand approved material directly to customers.

3.3 Candidates must be in attendance during all approved station access bookings and can be joined by a maximum of two volunteers.

## 4 Political activities - outside of election periods

4.1 Outside of election periods, political activity cannot be conducted on any Queensland Rail property.

4.2 All political activities that do not fall within a declared election period must be conducted outside the boundary of Queensland Rail property. For a map detailing property boundaries, please contact [government\\_stakeholder@qr.com.au](mailto:government_stakeholder@qr.com.au). You will not need to complete the attached application form if you intend to conduct your activities outside of the boundary of Queensland Rail property.

4.3 In the case of local government, election periods are not clearly defined and so the Chief Executive Officer's delegate will use discretion in providing fair and reasonable access, guided by the principles and priorities outlined in this protocol.

## **5 Political activities - during election periods**

- 5.1 During election periods, political candidates can apply to access Queensland Rail property. This access is provided in recognition of the public need for information during election periods.
- 5.2 Access will only be granted where the formal application process has been followed and a suitable location (excluding station platforms) can be identified. This location must be:
- safe
  - convenient to our customers and staff
  - not obstruct customers travelling to and from the station
  - not likely to cause disruption to the workplace resulting in loss of production or efficiency.

## **6 Formal visits**

- 6.1 Political representatives at local, state or federal level represent the interests of their communities and for that reason, are generally given access to inspect Queensland Rail sites.
- 6.2 The underlying purpose of these visits is to improve understanding of Queensland Rail infrastructure, services and operating environment.
- 6.3 To arrange a familiarisation visit, please contact [governmentstakeholder@qr.com.au](mailto:governmentstakeholder@qr.com.au). You will not need to complete an application under this protocol.

## **7 Media and communication activities**

- 7.1 Queensland Rail is committed to ensuring our customers and stakeholders are informed about changed, improved and new services and facilities.
- 7.2 Queensland Government Ministers may conduct media events about government funded initiatives on Queensland Rail property.
- 7.3 If a Minister is represented by an MP for these purposes, that MP will be afforded the same access as the Minister.
- 7.4 Representatives of the media will not be granted access to Queensland Rail sites at any time without invitation or prior permission from Queensland Rail's Media team (0459 226 970 or [media@qr.com.au](mailto:media@qr.com.au)).
- 7.5 Government approved flyers can be distributed at stations by anyone, provided they have followed the correct application process (refer to point 8), and are not provided in association with any other branding materials that are political in nature.
- 7.6 Unless access is granted under this protocol, all other media and communication activity including interviews, photography, or filming must occur outside the boundary of Queensland Rail property. For a map detailing property boundaries, please contact [governmentstakeholder@qr.com.au](mailto:governmentstakeholder@qr.com.au)

## **8 Advertising on Queensland Rail property**

- 8.1 Political advertising promoting political groups, their representatives or policies, is not permitted at any time on Queensland Rail property.
- 8.2 This restriction applies to political parties, industry bodies, trade unions, religious organisations and special interest groups.
- 8.3 A separate process applies for access by charitable organisations and bona fide fundraising organisations, and for commercial and community promotional functions. For information, contact [governmentstakeholder@qr.com.au](mailto:governmentstakeholder@qr.com.au)

## **9 Application process**

- 9.1 If you are a political representative and would like to access Queensland Rail property to engage with customers and/or distribute communication material, please complete the application form on the Queensland Rail [website](#).

9.2 Applications should be submitted via email to [governmentstakeholder@qr.com.au](mailto:governmentstakeholder@qr.com.au) as soon as possible, but at least three working days prior to the visit.

9.3 Applications must include:

- a completed and signed application form
- a signed Deed of Indemnity for each participant
- a copy of a Certificate of Currency showing valid Public Liability Insurance (minimum \$20 million)
- a copy of Workers' Compensation Insurance cover and/or Voluntary Workers Personal Accident Insurance cover (if applicable)
- copies of all materials to be distributed or displayed during the visit
- a signed Deed of Indemnity that covers all participants (one Deed of Indemnity required per location).

9.4 Approved applicants will be provided with a permit and detailed instructions.

## 10 Unapproved access

10.1 In the interests of our customers and staff, unauthorised visitors will be asked to leave.

## 11 Definitions

11.1 Queensland Rail property includes rail facilities in general and all stations, trains, workplaces, workshops, and construction sites.

11.2 Political activity includes:

- making and displaying video or sound recordings and photography
- displaying signage or distributing printed material expressing political views, or promoting political parties, elected members or candidates
- seeking signatures on petitions
- addressing customers or Queensland Rail staff on policies or opinions held by the representatives, candidates or political parties
- any activity where an entrant is acting in their capacity as or supporting an elected representative or candidate.
- activities conducted by the representatives of unions, religious or interest groups and other officials engaging in any of the activities listed above.

## Contact us

All enquiries should be directed to the Government Relations team by emailing [governmentstakeholder@qr.com.au](mailto:governmentstakeholder@qr.com.au) or phoning 07 3072 2065.