

# Standard Terms & Conditions

18<sup>th</sup> July, 2022

## 1. When these Terms and Conditions apply

### 1.1 Application of Terms and Conditions

Passenger transport services and rates are offered by Exclusive Bus Hire (**EBH**) under the following terms and conditions. By confirming your booking, you accept that these terms and conditions will apply.

These Terms and Conditions cannot be varied by any of our employees, agents or other personnel or representatives. However, this does not affect our right to waive any fare rule or amount payable. A waiver on one occasion does not constitute a waiver on any other occasion.

We (EBH) provide ground transport services throughout Australia via the combined fleets of EBH. From time to time, transport services may be provided by a EBH partner that meets our quality control standards.

### 1.2 The Australian Consumer Law

These Terms and Conditions do not limit certain guarantees and rights for consumers that exist under the Australian Consumer Law, as contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Services provided in Australia (including our services) come with the following consumer guarantees that cannot be excluded under the Australian Consumer Law:

- Guarantee as to due care and skill;
- Guarantee as to fitness for a particular purpose; and
- Guarantee as to reasonable time for supply (if no time is specified).

Where we fail to provide services to you in accordance with these consumer guarantees, you may have a right to seek a remedy in accordance with the Australian Consumer Law.

## 2. Service Locations

Service Locations means services contemplated under this agreement to be delivered by us in all Australian locations.

## 3. Quotations

All quotations are subject to availability. Prices quoted are only guaranteed if booked and confirmed on the day of quotation unless otherwise stated. All prices quoted are exclusive of GST.

## 4. Rates Information

Rates are provided to you (the customer) in consideration of our appointment as preferred supplier of passenger transport services to you in the Service Locations.

Should you engage other suppliers to provide passenger transport during the term of agreement, we reserve the right to reissue or cancel any quotes or rates previously provided to you.

We reserve the right to amend rates at any time should there be any increases in costs (including, but not limited to, fuel, wages or taxes) during the effective period.

For hourly based charter tours, any number of pick up or set downs are permitted within the nominated charter time.

Unless otherwise indicated, all transfer rates allow for one (1) pick up and set down. Each additional pick up or set down will be charged at \$80.

## 5. Credit Card Charges

If you choose to pay via credit card, the following fees will apply:

- Visa/MasterCard – 2% of transaction value
- American Express and JCB - 3.5% of transaction value
- Diners – 4% of transaction value

## 6. Amendments to Bookings

Any amendment to your booking after confirmation can only be accepted subject to availability. Requests for amendments must be made in writing and will be confirmed by us in writing.

We reserve the right to charge an amendment fee (up to \$50 unless substantial change management is required) in respect of any change to your booking in addition to any other applicable charges in relation to the amendment (such as road tolls).

## 7. Charges (including Airport Parking, Tollways, Parking Fees and National Park entry)

Airport Parking and Toll Fees are included in Coach Rates where applicable. However, additional Parking and Toll Fees are NOT included in City-City Touring Rates and will be charged in addition if used in your itinerary.

You can request a booking confirmation to include charges (for any charges that are not included in Coach Rates). Please note that these charges are indicative only and do not constitute the invoice and do not override any negotiated rate. The final price for charges will be the total of all charges incurred to complete the tour as requested.

Tolls and Parking are governed by the relevant State Authorities and these charges are subject to change without notice.

National Park entry fees are not included in the Coach Rates. Should your itinerary require entry to any National Park and we incur costs for that entry, you will pay for all National Park entry fees incurred.

Any newly introduced third party charges and any increases in statutory charges or taxes such as New Tollways, Airport Parking Fees, GST, Carbon Tax or any other third party fees introduced in the effective period, will be payable by you.

## 8. Coach Availability

All bookings are subject to coach availability for all capacities at the time of booking. We reserve the right to roster suitable contractor vehicles during periods of peak demand.

## 9. Cancellation Fees

In the event that you are unable to proceed with your booking or change your mind, we do not offer refunds.

We reserve the right to charge a cancellation fee as follows:

- Bookings cancelled will hold 50% of the value of the booking

In all cases the total fee charged will not exceed the value of the booking.

In addition to any cancellation fee charged by us, you will also be responsible for payment of any cancellation fees or charges levied by third parties (such as venue or accommodation providers) that may be relevant to your booking.

## 10. Extensions

The rates noted in this agreement contemplate 15 minutes wait time only from booked departure time. Vehicles departing more than 15 minutes after the booked departure time may incur overtime fees.

All charges that result from bookings that 'run-over' the scheduled termination time will be payable by you. This includes charges where bookings 'run over' the scheduled termination time due to flight changes, traffic delays or your decision to extend the booking.

## 11. Evening and Early Morning Transfers

One way transfers commencing from 23:00 and prior to 06:00 must be booked as a minimum 4 hour charter rate.

A security bond may be payable for late night service bookings, at our discretion.

## **12. Special Events and Public Holiday surcharges**

Surcharges may be applicable for certain sporting or cultural events including but not limited to 31 December (New Years Eve).

Surcharges will apply to all public holidays including but not limited to 25th December, 01 January and Easter holidays (dependent on nominated dates). All Public holiday dates may be confirmed at <https://www.australia.gov.au/public-holidays>. It is your responsibility to confirm special event and public holiday surcharges and amend pricing accordingly.

Public holiday surcharges may vary by date but a minimum 50% increase on the regular Coach Rates will apply. Additional surcharges will be confirmed at the time of booking confirmation.

## **13. Multi Vehicle Movements**

Special rates and conditions may apply for movements requiring 4 Coaches and more. Please consult our sales staff to confirm conditions before making large group quotations.

## **14. Discount Series and Tours**

Use of an EBH vehicle will not be guaranteed for discount charter bookings.

Full extension and overrun fees will apply without exception to discounted work.

Discounted rates do not apply to on-the-day bookings.

Discounts will only apply to courses and tariffs negotiated in advance. Full rates will apply to all other non negotiated work.

## **15. Coordinators**

Coordinators or Meet and Greet staff are available for any multi coach or complex movement. Please consult our sales staff to confirm rates and conditions.

## **16. Bottled Water**

Bottled water can be arranged for groups, chilled or unchilled. Prices available on request.

## **17. Site Inspections and Familiarisations**

Requests for site inspections and familiarisations must be submitted in writing and will be considered on a case by case basis.

## **18. Conduct during Travel**

### **18.1 Dress Standards**

We require all passengers to conform to minimum dress standards on any service which includes a shirt, shorts/trousers/skirt, and footwear.

### **18.2 Food and Beverage Consumption**

Food & Beverages are not to be consumed on any vehicle without prior written approval. In such circumstances payment of a bond may be required to cover the risk of damage to the vehicle. Your responsibility for any damage is in accordance with these terms and conditions.

### **18.3 Smoking**

Smoking (including vapes) is not permitted by law on any vehicle.

### **18.4 Storage**

We do not offer refrigerated bulk storage for carriage of bulk quantities of plant or animal products including any food items.

Due to concerns around hygiene, disease, vermin and other passenger comfort, we do not allow the carriage of bulk quantities of food stuffs in any form. For the avoidance of doubt, bulk quantities will be reasonably assessed as a quantity exceeding what you may reasonably consume on an individual service or trip.

## **19. Conduct during Travel**

### **19.1 Responsibility for Luggage**

You are responsible for all luggage, carry on luggage and personal items. We accept no responsibility and will not be liable for any damage to (unless the damage was caused by our negligence at no fault by the passenger), theft or loss of any luggage whilst on our premises including when on board a vehicle.

### **19.2 Prohibited Items**

We may refuse carriage of any luggage if we reasonably believe that the luggage is:

- Unsafe;
- A hazardous substance or dangerous good;
- Likely to be damaged during travel; or
- Likely to cause damage to other passenger luggage or any other property.

In the event we refuse to carry luggage, you hold sole responsibility for any and all costs of alternate travel for their luggage.

### **19.3 Unclaimed Luggage**

If a passenger leaves an item of luggage on one of our vehicles:

- We will make all reasonable efforts to identify the owner of the luggage and notify them of the unclaimed luggage. Collection of the luggage will be the sole responsibility of the passenger.
- Any freight fees incurred in transporting the luggage to an alternate location will be borne solely by the passenger. We will store the item as lost property for a period of 90 days. Should the item remain unclaimed at the expiry of that storage period, the item will be disposed of at our sole discretion.
- We will not be liable for any loss, expense or inconvenience incurred by the passenger.

## **20. Scheduling**

We will use our best efforts to arrive, depart and get to your destination by the scheduled times. However, our ability to provide timely and safe travel services is highly dependent on many factors that exist beyond our reasonable control. For this reason, we do not guarantee that we will depart or arrive at the specified times when you make your booking.

We recommend that when making travel plans, you ensure that you allow enough time for contingencies and obtain insurance to allow for any unexpected disruptions.

## **21. Liability**

Under the Australian Consumer Law, you may be entitled to a remedy for breach of consumer guarantees (for example, resulting from delays and cancellations). Factors that may be relevant in this regard include the reason for any delay or cancellation, the length of any delay, any advance notice of the delay that was provided to you, and whether we remedied the delay or cancellation, for example by arranging a replacement vehicle within a reasonable time (depending on the circumstances).

Our liability in respect of breaches of consumer guarantees is limited to:

- The supply of the services again; or
- The payment of the cost of having the services supplied again.

To the extent permitted by law (including the Australian Consumer Law), you are responsible for any additional costs or expenses (including charges from third parties) in the event that your booking does not run to schedule.

Where services from third parties (such as venue or accommodation providers) form part of your booking, you will be subject to the terms and conditions of those third parties with respect to those services. To the extent permitted by law (including the Australian Consumer Law), we have no liability for any loss or damage occasioned by the negligence, act or omission of any third party (including Exclusive Bus Hire partners).

## 22. Damage to Vehicle

You are responsible for any damage to a vehicle caused by a passenger on your booking. You will not be responsible for damage caused by the actions of us or any of our employees.

## 23. Right to Refuse Travel

We reserve the right to refuse travel or remove from the vehicle any passenger, where the passenger:

- Behaves in a disruptive, threatening or unlawful manner and may pose a threat to themselves, other passengers, EBH staff or property;
- On our reasonable assessment, appears to be under the influence of alcohol or any other drug or appears to be in possession of any unlawful substance;
- Is afflicted by an infectious disease that poses risks to other passengers;
- Is observed smoking or attempting to smoke a cigarette on board a vehicle, including any onboard toilet facility;
- Fails to comply with any applicable laws, rules, regulation or order;
- Has previously breached our Terms and Conditions; or
- Fails to comply with these Terms and Conditions.

## 24. Breakdown And Delay

The Company may give advice on journey times in good faith, but cannot guarantee that the journey is completed by a specific time and cannot accept any responsibility or liability whatsoever for traffic congestion, road accidents, adverse weather conditions, compliance with requests of the police, customs or other government officials and security services or other matters outside its reasonable control and will not be liable for any inconvenience or loss incurred caused by a breakdown or unforeseen delay be that en-route to pick up the Hirer or en-route to the booking destination as a result.

It is strongly recommended that the Hirer should consider insuring against this risk if journey times are particularly crucial, for example for the commencement of an

## 25. Change of Vehicle

The Company reserves the right to subcontract to another operator to perform the hire or to supply replacement vehicles with the same number of seats. In the event that a vehicle of differing specification is supplied, the Company's liability will be limited to the amount specified in our standard table of compensation set out in Appendix 1. If for operational reasons the Company is compelled to supply a larger coach than required this will be at no extra charge (unless the number of passengers is increased from the original booking).

## 26. Use of the Vehicle

The Hirer cannot assume the use of the vehicle between outward and return journeys nor will the vehicle remain at the destination for the Hirer's sole use unless this has been expressly agreed in writing by the Company. The Company reserves the right to levy additional charges for timings or mileage over and above the original agreement on a Pro-rata basis as confirmed to the Hirer at the time of booking.

**26.1** The Customer hereby acknowledges that no luggage may be left on the vehicle unless specifically agreed with the Company.

**26.2** Should the Customer be late for any pickup as set out in the Booking Confirmation the Customer will be liable for any additional costs incurred by the Company in providing the Service including, without limitation, the costs of obtaining a replacement vehicle if the original becomes unavailable, and obtaining additional Drivers

**26.3** Where the booking is to collect passengers from an airport and the Customer has provided a scheduled arrival time, the scheduled pickup time for the booking will be adjusted by the Company to allow 45 minutes for the passengers to disembark the flight, reclaim luggage, and clear customs. In the event that the Customer requires a fixed pick-up time, this allowance will not apply. Where flights are delayed and the cumulative delay shall exceed this allowance; clause 16.4 below shall apply. It is strongly recommended that the Hirer take out travel insurance to cover this eventuality.

**26.4** For the avoidance of doubt a Driver will wait for a maximum of 30 minutes from the scheduled time of pick up or such shorter period as may be determined by the Driver that will adversely affect his/her Driver's hours. Should the Customer not have arrived for pick up within this period the Company shall be relieved of any obligation to provide the service and shall have no liability to the Customer for any costs incurred by the Customer in completing their journey. Notwithstanding the foregoing, the Company shall use reasonable endeavors to complete the journey at full cost to the Customer.