

STANDARD TERMS AND CONDITIONS

The hire of a bus/coach by the customer for any Tour or Charter is subject to the terms & conditions set out below unless a specific written agreement is made between the customer and Broadmeadows Bus Charter Pty Ltd & Broadmeadows Bus Service Pty Ltd hereon known as Broadmeadows Bus.

Conditions of quotations

Quotations are valid for a period of 30 days from the date supplied subject to availability. All prices quoted are subject to change and any such change will be advised upon booking. Please check all details provided in this quotation to ensure that all details are correct. Broadmeadows Bus accepts no responsibility for the accuracy of customer itineraries. No bookings are made when a quotation is provided and Broadmeadows Bus will not accept tentative bookings.

Special event bookings may require a bond to secure the vehicle against reckless or accidental passenger damage; such events may include Winery tours, Weddings, Social club trips, Nightclub outings, Late night transfers or other similar events.

Booking

A written acceptance confirmation will be provided in return for all bus/coach bookings if requested. Any subsequent changes to Date, Time, Origin or Destination or Vehicle requirement may incur an alteration administration fee per change made of 5% of the total booking amount up to a maximum of \$45 per change and variations to original booking must be made In written form.

Payment

Cash customers - a 10% deposit is required within a minimum of 30 days prior to Hire to secure your bus/coach or immediately on hire booking if under 30 days. Final payment is due 7 days prior to departure. Invoices raised on request. No cash accepted on the day of departure
Payment can be made by cheque, money order or by MasterCard, Visa.

Account customers - an invoice will be raised on the day of departure. Terms of payment are 30 days from date of invoice.

Cancellation / Alteration fees

The following fees will be charged following the cancellation of the hire

Notice given	Cancellation / Alteration fee
Alteration Admin fee per change	5% of Booking > Max \$45
More than 30 days	No cancellation fee
Less than 30 days	10% Deposit fee
Less than 24 hours	50% of hire charge
When a bus/coach has proceeded to the pick up point before notice of cancellation is received	No refund

Please note that cancellation fees for day tours, extended tours may vary and details will be provided upon booking.

Additional charges

The customer /client agrees on booking confirmation and commencement, that the price charged by

Broadmeadows Bus for provision of the services detailed will be amended for any additional time and/or distance provided on the day or total duration of the hire. Additional charges will be calculated on a pro-rate basis and will depend on the extent of the additional time and/or distance provided.

Broadmeadows Bus do not guarantee to provide addition or amendments during a tour, any such variation will be considered only and subject to, time taken, legal driving hours, deviation from route, knowledge of the area by Driver and the Drivers agreement in consultation with our Operational staff. Our decision in such matters will be final.

Broadmeadows Bus reserve the right to impose additional charges for cleaning the interior of any vehicle that is in our sole judgement left in an unsatisfactory manner either during or at the conclusion of a hire period. This also applies to wilful damage by passengers to either the interior or exterior of the vehicle

General terms

The provision of Bus or Coach hire is subject to the current Road Transport, Passenger Vehicle and OH&S regulations issued by the appropriate authority in the State of which the hire is being conducted. Broadmeadows Bus reserve the right to enforce its legal obligation in compliance with the law in all aspects of our hire provision irrespective of customer requests, conduct, actions or other circumstances effecting the provision of this hire.

This includes, but not limited to our right to;

- Refuse entry to bus / coach of persons under the influence of alcohol or drugs
- Stop consumption of Hot food or drink, alcohol or tobacco products on the vehicle
- Authorise our driver to act in the best interests of his passengers safety irrespective of consequences to the hire program
- Ensure domestic pets are not allowed onto a vehicle unless caged correctly, and prior agreement to transport has been obtained from the Broadmeadows Bus Charter in writing. Registered guide dogs are exempt.
- Obey road speed restriction irrespective of unscheduled delays in transit
- Stop to render assistance to others when judged in the public interest for safety or rescue
- Report to authorities any person acting in a manner that endangers others, this could include our stopping a hire program or may result in its cancellation
- Refuse to carry dangerous, flammable or illegal items/goods on any part of a passenger/ person or the vehicle.
- Determine the suitability and nature of any luggage or items intended to be carried by, or for, passengers on or within the vehicle cabin or storage areas and to refuse such items deemed as unacceptable. We take no responsibility for luggage lost or damaged whilst being handled, on tour or any time in transit; all items carried are at the owner's risk.
- Render first aid in the best interest of passengers and take such measures deemed necessary to enlist assistance in an emergency from any available services. Costs of such emergency service provision rest with the passenger/s
- Maintain legal driving hours/fatigue management and driver rest periods in line with current state regulations
- Remove waiting vehicles from a hire pick up point due to passengers being overdue beyond a reasonable time frame, with or without notification by the passenger group or representative of such a delay at our discretion. Due to other operational commitments this may result in job cancellation (Ref. Fees applicable.)

Any issues arising from the hire and operation of our services must be received in writing within 30 days of the hire completion date, for an official response.

Exclusion of liability:

Broadmeadows Bus will take all reasonable steps to provide to the customer, services outlined in this confirmation advice. Broadmeadows Bus accepts no liability for:

- Substitution of Bus or Coach for reasons beyond our control.
- any loss of enjoyment experienced by passengers due to circumstances beyond its control;
- loss or damage to clothing and/or luggage and;
- failure to meet connections due to unexpected delays
- any other costs incurred by the customer and;
- third party claims associated with the hire event
- acts of Force Majeure

By placing the booking with Broadmeadows Bus, you acknowledge that you have read and are fully aware of our Terms and Conditions and agree to be bound by them.