



ALSTONVILLE BUS SERVICE

TERMS AND CONDITIONS

At Alstonville Bus Service, we aim to provide our customers with a professional and reliable service that reflects our values and policies.

The Australian Consumer Law provides Consumers with a number of protections and Consumer Guarantees that cannot be excluded, restricted or modified. These Terms, and in particular the fare rules, refund and limitations of liability provisions set out in these Terms, are therefore subject to, and will not apply to the extent that they exclude, restrict or modify such protections and any Consumer Guarantees applicable to Consumers. These Consumer Guarantees provide Consumers with a basic, guaranteed level of protection for services that they acquire from us, including: (i) a guarantee as to due care and skill, (ii) a guarantee as to fitness for a particular purpose; and (iii) a guarantee as to a reasonable time for supply. If we fail to live up to any of these Consumer Guarantees for a relevant service we provide, you may be entitled to a remedy under the Australian Consumer Law. You may also be entitled to compensation for reasonably foreseeable losses caused by the failure. A major failure occurs when a reasonable consumer would not have purchased the services had they known the extent of the failure where the service is substantially unfit for purpose and cannot be fixed within a reasonable time.

By choosing to make a booking with us, customers acknowledge they have read, understood, and agree to accept the following terms and conditions stated and detailed below.

TERMS USED

- i) The Company:- refers to Alstonville Bus Service.
- ii) The Customer or Hirer:- refers to the person and/or organisation making the booking.
- iii) The Driver:- refers to any driver of vehicles for Northern Rivers Tours and Alstonville Bus Service.

1. Application

- a) The following terms and conditions will be applicable and enforced immediately upon any verbal or written acceptance of services requested of the Company by the Hirer.
- b) The Hirer will therefore be responsible for all acts and/or omissions of all passengers permitted by the Hirer to board with the Company.
- c) Any additional fees or costs incurred in the duration of the service provided by the Company to the Hirer and their passengers will be the sole responsibility of the Hirer, irrespective of whether the Hirer travels or not.



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2. Pricing and Quotation

- a) All quotes provided by the Company are subject to vehicle availability on dates requested.
- b) Customers should ensure that they confirm the applicable fare or hire cost prior to paying for their booking.
- c) Where an obvious error has occurred with a quote or accepted price, the Company reserves the right to advise the Customer of the error and provide an amended price and/or quote details.
- d) GST amounts are included and stated in all quotes provided.

3. Booking Confirmations and Amendments

- i. On receipt of quote and booking confirmation it is the Hirer's responsibility to ensure all details are correct and to inform the Company of any amendments that are required immediately.
- ii. All bookings are to be confirmed at least one week prior to required date of booking via the links provided in the quote or through a verbal or written response.
- iii. Any amendments required 7 days or less prior to service will be subject to vehicle and Driver availability and additional charges may be applied.
- iv. The Company's drivers are not authorised to change or amend any Hirer's agreed quote and are not authorised in any way to amend booking prices.
- v. Booked seats on buses and coaches are subject to availability, not guaranteed, and may be affected by last minute service and/or coach changes.
- vi. Passengers with specific travel requirements must contact Alstonville Bus Service to discuss prior to departure.

4. Payment

- a) Excluding Government and Private Schools, a 20% deposit is required upon booking confirmation and full payment is to be made no less than 7 days prior to first departure date.



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- b) Our company does not accept split-invoicing. Any parties wishing to share payment of any invoice are required to organise between themselves.
- c) In the event which full payment is not made by the due date, the Company reserves the right to cancel the booking and any monies paid will be forfeited.
- d) Any payments made by credit card will incur a 1.5% processing fee.

5. Additional Fees and Surcharges

- a) The Company reserves the right to charge for cleaning fees and damages to the vehicles made by the Hirer and/or passengers.
- b) Where the Driver's accommodation is arranged by the Hirer, it must be a single occupancy room with a private bathroom and a minimum of 3-star rating. Driver's meals are to be \$20 per meal per day.
- c) Payments for Driver's accommodation must be arranged and paid for prior to journey.
- d) Any journey that is delayed/prolonged by fault of the passengers will incur overtime charges of \$50 per hour.
- e) Any sickness or need for excessive cleaning of hired buses will incur a \$200 cleaning fee.

6. Cancellations

- a) Where the Hirer cancels their booking for reasons that do not fall under the special circumstances conditions the following terms apply:
 - i) 20% of total booking amount is forfeited on all cancellations.
 - ii) 25% of total booking amount is forfeited if cancelled within 7 days of departure date.
 - iii) 50% of total booking amount is forfeited if cancelled within 96 hours or less of departure date.
 - iv) 100% of total booking amount if Hirer and/or passengers are not present for travel and have not contacted the Company or given any notice of cancellation.
- b) Special circumstances for cancellation within the above-mentioned time frames will be considered at the discretion of the Director of the Company.



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- c) In the event the Company is unable to provide a vehicle or vehicles to meet all or part of the Hirer's booked requirements due to reasons of emergency, unmanageable mechanical issues or other reasons, the Company will take all reasonable measures to provide a replacement or reasonable solution.
- d) If the Company is unable to provide alternative solutions in the events of unforeseen circumstances, the Company retains the right to return any amounts paid towards the booking and provide the Customer with as much notice as possible.
- e) In such circumstances, the Company shall have no liability for any inconvenience or loss incurred and will not be liable for any direct or consequential costs howsoever arising.

7. Refunds

- a) These refund provisions are subject to any rights and remedies under the Australian Consumer Law to a refund and/or compensation in certain circumstances (for example following a delay or cancellation) if this constitutes a breach of the Consumer Guarantees. Whether there has been a breach of the Consumer Guarantees depends on the circumstances including, for example, factors such as the reason for any delay or cancellation, the length of any delay, and whether we remedied the delay or cancellation, for example by placing you on another service within a reasonable time (which will depend on the circumstances). We are not required under the Australian Consumer Law to provide you with a refund if you change your mind.
- b) Subject to clause 7.a we do not offer refunds to passengers who:
 - i) Do not show up and fail to board the coach they have booked to travel on.
 - ii) Have been refused travel or removed from the coach.
- c) No cancellation fee applies where you are entitled to a refund or other remedy under the Australian Consumer Law.
- d) Subject to clause 4(a) and despite clauses 4(a) and 4(b), we may decide to offer a refund to a passenger in our absolute discretion.
- e) In circumstances where a refund is available, booking fees and credit card surcharges are not included in the refund (except where you are entitled to a refund or other remedy under the Australian Consumer Law).
- f) Bookings confirmed and subsequently requested to be cancelled on the same day are subject to terms set out in this clause.



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7.1 Travel Packages, Experiences and Accommodation.

- a) Except in certain circumstances under the Australian Consumer Law, no refund will be given:
 - i) If a package is purchased and cancelled due to a change of mind or personal circumstances.
 - ii) If you fail to turn up to an inclusion on the day booked and/or fail to notify the Company of any changes prior to intended travel day.
 - iii) If the booking date of an inclusion is changed and subsequently cancelled by the customer.
 - iv) After the package has expired.
- b) Without limiting any rights or remedies under the Australian Consumer Law, a refund is available:
 - i) If the provider of an inclusion (Experience or Accommodation) cancels the service on the date you are booked. You will be offered the choice between changing to an alternative date or refund of the discounted purchase value of the inclusion in the Package purchased, and/or any other remedy you may be entitled to under the Australian Consumer Law.
 - ii) If the tour is cancelled due to a natural disaster event beyond the control of the tour provider or you the Customer, you will have the choice of changing to an alternative date or refund of the discounted purchase value of the inclusion in the package, less 10% cancellation fee. No cancellation fee applies where you are entitled to a refund or remedy under the Australian Consumer Law.
 - iii) Where a booking is confirmed and subsequently requested to be cancelled on the same day.

8. SERVICE DELAYS AND FORCE MAJEURE

- a) Our services may be delayed or cancelled due to an Event of Force Majeure. We will use our reasonable endeavours to assist Passengers to find another available service in such circumstances and will not be responsible for any costs incurred by Passengers as a result of a delay or cancellation due to an Event of Force Majeure, subject to any rights or remedies under the Australian Consumer Law.

9. BEHAVIOUR

- a) Smoking is not permitted aboard our coaches or buses at any time.
- b) Violence, disorderly conduct, and aggression will not be tolerated on our buses.



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- c) Passengers may be removed from a coach or refused entry on board a coach prior to reaching their destination if, in the discretion of the company, they demonstrate violent, disorderly, or aggressive behaviour.
- d) Any additional costs incurred as a result of carrying out removal or refusal to Passengers displaying behaviour stated will be borne by the Passenger. The Passenger will be deemed to have travelled the relevant sector of the booking for which they were removed from the Coach and/or refused entry on to the Coach and will not be entitled to any refund or exchange.
- e) We may refuse entry of any Passenger on to our Coach, or may remove a Passenger from the Coach if, in the Company's reasonable opinion:
 - i) The Passenger is in breach of any of these Terms.
 - ii) There is a risk that the Passenger or the Passenger's baggage may cause disturbance, distress, or discomfort, to any other Passenger or the driver or any of our staff.
 - iii) There is a risk that the Passenger may interfere with the safety of the other Passengers, the driver, our staff, or the coach.

10. LIMITATION OF LIABILITY

All conditions, warranties, and implied terms, whether statutory or otherwise, are excluded in relation to any goods or services by us to Passengers under these terms.

- a) Our accumulated liability under this agreement is limited to the cost of the booking purchased by the Passenger.
- b) We exclude any liability for legal costs and disbursements and, without limitation, any indirect or consequential expense, loss or damage to reputation, loss of goodwill, loss of profits, revenue, use, expectation, or opportunity, wasted expenditure, lost production or similar losses suffered by a Passenger under or in connection with these terms.
- c) Subject to these Terms, we are not liable for any loss or damage arising out of or consequential upon, directly or indirectly, any abandonment of, delay in departure or delay during any trip howsoever caused.
- d) We are not liable for any loss, damage, cost, expense, or liability incurred by the Passenger as a result of an act or omission of a Carrier; and



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- e) We are not liable for any death, injury or sickness suffered by any Passenger or for any cost, loss, damage, liability, or expense of any kind whatsoever suffered or incurred by a Passenger, including in respect of any theft or loss of the Passenger's baggage.
- f) The Australian Consumer Law provides Consumers with several protections and Consumer Guarantees that cannot be excluded, restricted, or modified. These Terms, and in particular the limitations of liability set out in these Terms including but not limited to clauses 10 (a) – (f), are therefore subject to, and will not apply to the extent that they exclude, restrict, or modify such protections and the Consumer Guarantees applicable to the Consumers.
- g) To the extent that we are deemed to supply recreational services (as defined in the Australian Consumer Law), and provided we are not deemed to have engaged in reckless conduct (as that term is defined in the Australian Consumer Law) we are not liable to any Passenger for:
 - (i) Death
 - (ii) Physical or mental injury of any individual (including the aggravation, acceleration, or recurrence of such an injury of the individual.
 - (iii) The contraction, aggravation, or acceleration of a disease of an individual.
 - (iv) The coming into existence, the aggravation, acceleration, or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or situation in relation to an individual.

11. COVID-19

- a) It is the responsibility of the Hirer to ensure all government laws, signage displayed, requests by the Driver of the Company and all procedures related to COVID-19 are adhered to.
- b) The Driver and the Company reserve the right to refuse entry or terminate a charter if any passengers are exhibiting symptoms associated with COVID-19 and will be liable for costs associated.
- c) Hirers are responsible for notifying the Company of any passengers who have present with COVID-19.