

Charter Terms & Conditions

18th July, 2019

1. When these Terms and Conditions apply

1.1 Application of Terms and Conditions

Your booking is accepted subject to the following terms and conditions. By confirming your booking you accept that these terms & 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 (Murrays Coaches, Buses & Limousines) provide ground transport services throughout Australia via the combined fleets of Murrays United Coaches & Limousines and Murrays Coaches, Limousines and Mini Buses. From time to time, transport services may be provided by a Murrays 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. Quotation

Prices are current at the time of quotation and subject to availability at the time of booking. All quoted prices include GST.

Notwithstanding the quoted price, any increases that may occur in any applicable charges such as airport charges, road tolls, entry fees or parking charges will be payable by you.

3. Deposit and Final Payment

The following terms apply with respect to payment for bookings:

- For customers who do not have a credit account with Murrays – payment of a deposit to the value of 25% of the booking price is required in order to confirm the booking. The balance of any amount due must be paid no later than 4 days prior to the date of travel.
- For customers with a credit account with Murrays – if the booking price exceeds your approved credit limit, you must pay a deposit to the value of the difference in price between the booking price and your approved credit limit. Where the price of the booking or multiple bookings in the same period do not exceed the approved credit limit, no deposit is payable.
- For international customers (customers located outside of Australia) – full payment of the booking price is required no later than 7 days prior to the date of travel.

4. 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.

5. Payment

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

- Visa/MasterCard – 1.33% of transaction value
- American Express and JCB - 2.82% of transaction value
- Diners – 3.23% 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. Extensions to Bookings

Where you choose to extend the duration of your booking, any additional charges will be payable by you. This may include charges levied by venue or accommodation providers or charges for flight changes.

8. Cancellations to Bookings

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

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

- Bookings cancelled greater than 4 days prior to travel: up to 25% of the value of the booking
- Bookings cancelled between 4 days prior to travel and the day of travel, but not on the day of travel: up to 50% of the value of the booking
- Bookings cancelled on the day of travel: up to 100% 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.

9. Conduct during Travel

9.1 Dress Standards

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

9.2 Food and Beverages

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.

Smoking is not permitted by law on any of our vehicles.

9.3 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.

10. Luggage

10.1 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.

10.2 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.

10.3 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.

11. 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.

12. 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 Murrays partners).

13. 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.

14. 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, Murrays 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.