

# Express Service Terms & Conditions

26<sup>th</sup> November, 2020

## 1. When these Terms and Conditions apply

### 1.1 Application of Terms and Conditions

All bookings for Express Fares are subject to the following Terms & Conditions.

For Snow Fares Terms & Conditions, [click here](#).

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.

### 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. Fares

### 2.1 Fare types

We offer a range of different fare types that are subject to different fare rules. Subject to any applicable law such as the Australian Consumer Law, some fare types may be unchangeable.

All concessional fares (including pensioner, seniors and student) are issued subject to the terms and conditions of the purchased ticket type.

We offer the following fare types:

**Super Hot & Hot Discount:** Tickets purchased in this fare category cannot be changed if you change your mind or are unable to travel. Requests to change the passenger's name, time, date, location of departure or destination of a Hot Discount ticket will be declined.

**Premium Discount:** Tickets purchased in this fare category are changeable at our Booking Office, online or by phone, provided such change is made 60 minutes prior to the original scheduled departure time. Premium Discount fares may be changed to another service with no additional fee, if another discount fare is available on that service that is of the same value or lower than the purchased fare. If no other discount fare is available, a change of booking fee of \$10 per person per trip will be payable (together with the difference in fare price). Should you wish to make a change over the phone, an additional transaction fee of \$5 will be payable.

**Fully Flexible:** Tickets purchased in this fare category are changeable, provided such change is made 60 minutes prior to the original scheduled departure time. Changes can be made via the internet or at our Booking Office for no additional fee or by telephone, additional transaction fee of \$5 applies, as well as any difference in fare price.

**Two Seats to Yourself:** Tickets in this fare category can only be purchased in conjunction with another fare and are subject to the same conditions for changes for that other fare. A maximum of one ticket in the fare can be purchased with each ordinary fare. No other discounts or concessions can be applied to this fare category. These tickets do not include Luggage Allowance and do not accrue any Loyalty Club (LCM) benefits, including free trips. Subject to any rights you may have under the Australian Consumer Law, tickets in this fare category are not refundable if you are unable to travel or if you change your mind and cannot be reassigned to another traveller. In the event of a breakdown, it may be necessary for the additional seat to be occupied by another passenger, in which case a refund of the fare for this ticket will be provided by you.

**Murrays Frequent Traveller Pass:** Tickets in this category are at a discounted fare and are only available for purchase if you are a current member of the Murrays Loyalty Club or join the Murrays Loyalty Club. Tickets purchased in this fare category are changeable, on the same rules as Fully Flexible Fares (see section 2.2 for further terms).

For further information please refer to Murrays [fare categories](#) for conditions.

Personal travel insurance is not included in your fare or Ticket and we recommend you obtain adequate insurance prior to travel.

### 2.2 Murrays Frequent Traveller Pass Fare Terms

To purchase a Frequent Traveller Pass you must telephone our call centre or present at one of our Booking Offices. No booking fee applies to Frequent Traveller Passes purchased over the phone.

Trips are strictly to be redeemed only by the Murrays Loyalty Club member and are not transferable to any other person at any time.

Any trips unclaimed by the expiry date of the Frequent Traveller Pass will be forfeited and as such are non-refundable.

## 3. Tickets

### 3.1 Ticket classification

The following tickets are available for each fare category:

**Adult** means any person over the age of 15 years with no applicable concession or student identification card.

**Pensioner/Concessions/Seniors** means an Australian Government issued pension, concession and senior card holders only.

**Student** - 16 years old and above. Students under the age of 18 years require proof of age identification in the form of student ID card or birth certificate. Students over 18 years require photo identification in the form of a driver's licence or passport as well as

proof of eligibility for a student concession (Student/University ID card).

**Child** - Child fares are applicable for children aged 2 - 15 years. A child must be accompanied by an adult over the age of 18.

**Infants (under 2 years)** - Infants under 2 years of age may travel free of charge if accompanied by an adult over the age of 18 and if they do not occupy a seat. Should an infant require a seat, the applicable child rate will be charged.

### 3.2 Ticket Validity Period

Fully Flexible and Frequent Traveller Pass Fares can be open dated for 6 months from the date you purchased your ticket. Travel must be completed within the 6 months of the original purchased date or the ticket will be forfeited

### 3.3 If you are late or do not show up for your trip

If you fail to board the coach at the scheduled time of your booking, the fare and ticket will be forfeited.

### 3.4 Tickets not Transferable

Tickets cannot be transferred to another person. Photo identification in the form of a driver's licence, passport, and Australian government issued pension/concession card, senior's card or student ID may be requested when boarding the coach.

## 4. Bookings

### 4.1 Online Bookings

Fares purchased online can only be paid with credit card or PayPal.

### 4.2 Credit Card Surcharges

If you choose to pay via a credit card, we will not charge any surcharge if you pay via Visa or Mastercard. If you pay via American Express, Diners or Japanese Cards, a surcharge of 2% of the total value of the fare will be charged.

### 4.3 Booking Offices

Fares can be purchased over the counter at our booking offices in the following locations:

<b>Sydney Booking Office</b>	Central Railway Station 486 Pitt Street Sydney NSW 2000
<b>Canberra Booking Office</b>	Jolimont Centre 65-67 Northbourne Avenue Canberra City ACT 2601
<b>Brisbane Booking Office</b>	Brisbane Transit Centre Roma Street Brisbane QLD 4000
<b>Toowoomba Booking Office</b>	Bell Street Mall Toowoomba QLD 4350

Each of these booking offices have credit card, direct debit and cash payment facilities.

### 4.4 Telephone Bookings

All bookings made via our call centre will incur an additional booking fee of \$5 (except for bookings of Frequent Traveller Pass fares). The booking fee also applies to add or change a reservation on an existing booking. This fee will be included in the total fare or change fee at the time of payment.

## 4.5 Changes to Bookings

We offer a choice of different fare types, which are priced differently and therefore are subject to different fare rules (see Fare types set out in section 2). These fare rules contain information about whether your booking may be changed and any applicable fees for making a change.

Changes that can be made to eligible fare categories include changes to the time, date, place of departure and destination. Bookings are non-transferable and changes cannot be made to passenger names.

If your fare category permits bookings to be changed, you may change your booking:

- at one of our booking offices;
- online at our website: [www.murrays.com.au](http://www.murrays.com.au); or
- calling us on (61) 13 22 51 between 5:30am - 6pm, 7 days a week (additional transaction fee of \$5 applies to changes to bookings over the phone).

Any changes must be made up to 60 minutes prior to the original scheduled departure time on your Ticket and may incur change fees. Failure to make a change to your booking 60 minutes prior to the original scheduled departure time will result in your Ticket and fare being forfeited.

Changes to another service are subject to seat availability at the time of making the change. Passengers must nominate their new date and time of travel at the time of making the change. Changes cannot be made to a booking where you have arrived after your original scheduled departure time as your ticket will be forfeited. All additional changes from the revised travel dates are subject to the terms and fees set out in this section and the Fare rules in section 2.

## 4.6 Cancellations to Bookings

In the event that you are unable to travel or change your mind, we do not offer refunds or credits. If your fare category permits bookings to be changed, you may make changes up to 60 minutes prior to the original scheduled departure time on your Ticket (fees may apply – see fare conditions in section 2).

## 5. Departures

### Sydney/Canberra Express

All coaches commence loading 30 minutes prior to departure at the Canberra Jolimont Centre and Sydney Central Station. All passengers must board the coach 10 minutes prior to the scheduled departure time. Failure to board the coach within 10 minutes of the departure time may mean your fare and seat will be forfeited.

### Sydney Domestic Airport

Bookings are essential for Sydney Domestic Airport pick up and drop offs as we will only stop to pick up and drop off passengers where a booking has been made. We recommend passengers be at the scheduled stop and check in luggage with driver 10 minutes prior to departure.

### Sydney Airport Pick Up Location

Meet at the Group Bus boarding area (on the arrivals level). Domestic Terminal (T3), Sydney Domestic Airport.

### Wollongong and South Coast Services

We recommend that passengers on these services should arrive 10 minutes prior to scheduled departure time.

### Melbourne Express

Coaches commence loading 30 minutes prior to departure at Canberra Jolimont Centre, Sydney Central Station and Southern

Cross Station, Melbourne for the Melbourne Express. All passengers must board the coach 10 minutes prior to the scheduled departure time. Failure to board the coach within 10 minutes of the departure time may mean your fare and seat will be forfeited.

### **Brisbane/Chinchilla and Brisbane Airport Services**

We recommend that passengers on all Queensland services should arrive 10 minutes prior to scheduled departure time.

## **6. Conduct during Travel**

### **6.1 Seating Allocation**

Seats are allocated for the comfort of passengers and with consideration to Heavy Vehicle National Law for mass limits on heavy vehicles. We may not be able to accommodate seating requests and no refunds or changes are permitted if you do not like the seat you are allocated.

### **6.2 Dress Standards**

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

### **6.3 Food and Beverages**

We allow food and beverages to be carried and consumed on the vehicle subject to the following restrictions:

- no hot food or hot drinks are to be taken on board any vehicle;
- no glass bottles will be allowed on board a vehicle.;
- all drinks must be in plastic or non breakable receptacles; and
- alcoholic beverages are not permitted on the vehicle and may not be consumed on board a vehicle.

### **6.4 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.

## **7. Luggage**

### **7.1 Luggage Allowance**

You may carry at no additional charge (Luggage Allowance):

- one suitcase or bag not more than 32 kilograms in weight; and
- one carry on bag with no wheels that may be stored in overhead luggage racks or under the seat in front. If the luggage is unable to be stored in the overhead luggage racks or under the seat in front, the carry on luggage must be stored in the main vehicle storage compartment.

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.

We will make every reasonable attempt to carry your luggage on the service which you travel. On occasion, due to vehicle loading and regulatory weight restrictions, luggage may need to be carried on an alternate service.

Where luggage is carried on an alternate service to that which the passenger travels on, we will advise you when and where to collect the luggage. The passenger is responsible for pick up of the luggage or otherwise our policy on unclaimed luggage in section 7.4 will apply.

### **7.2 Excess Luggage**

Excess Luggage means any luggage beyond the allowable limit as shown on your ticket or otherwise as per section 7.1 above.

We are not obliged to carry excess luggage. We may determine that excess luggage may be carried on an alternative service, and if so, the luggage must be collected by the passenger in accordance with section 7.1.

Carriage of excess luggage will incur additional fees per the following schedule:

- additional suitcase or bag not more than 32 kilograms in weight - \$10 per item;
- surfboards, push bikes, skis, snow boards - \$20 per item;
- Prams and disability aids - no additional fee; and
- any other item not listed above will be charged at our reasonable discretion, with reference to the fees identified above.

### **7.3 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.

### **7.4 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.

### **7.5 Freight**

Freight services are only available for the Wollongong and South Coast services. Contact our booking office on 13 22 51 between 5:30am - 6pm, 7 days a week for more information.

## **8. Special travelling requirements**

### **8.1 Unaccompanied Minors**

Children 15 years and under are not permitted to travel unaccompanied on any service provided by us. All children 15 years and under must be accompanied by an adult over the age of 18. Proof of age for the accompanied person may be requested and must be shown on departure. If no identification is provided, travel may be refused for both passengers. The person accompanying the child must accept full responsibility for the child during the journey.

## 8.2 Travelling with a mobility aid

If you are travelling with a mobility aid, please contact our booking office on (61) 13 22 51 or forward an email to [reservations@murrays.com.au](mailto:reservations@murrays.com.au) to assist with your travel plans.

## 8.3 Travelling with a carer

If you are unable to travel alone and require assistance, you must travel with a carer or chaperone. A 50% discount on the full adult fare (express ticket only) is offered to the carer to accompany the passenger. Tickets must be booked by phone and any booking fee will be waived. Coach drivers/staff are only permitted to provide basic assistance. Drivers are unable to assist with access to facilities, lift or carry passengers, administer medicines or perform any medical procedures.

## 8.4 Travelling with a medical condition

If you have a medical condition, it is recommended that a carer/chaperone accompany you on their journey. In the event that you become ill during the journey, the appropriate emergency services will be contacted and the continuation of travel will be determined by the emergency services personnel.

Our coach drivers are not trained or permitted to administer any medicines or perform medical tasks.

If you need more information, please contact our booking office on 13 22 51 or forward an email to [reservations@murrays.com.au](mailto:reservations@murrays.com.au)

## 9. Timetables, Late or Cancelled Services

### 9.1 Timetabling changes

Our services operate subject to passenger demand and availability and we may change the scheduled departure time as shown on your Ticket as necessary. If a change is made to the scheduled departure time, we will use our reasonable endeavours to let you know about any changes.

In any event, prior to your trip, you should check to ensure your departure time has not changed.

Passengers travelling to and from the Sydney Airport should ensure that they have allowed time for traffic and flight delays.

### 9.2 Late or Cancelled Services

We will use our best efforts to get to your destination by the scheduled estimated time of arrival. 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 travel insurance to cover yourself for any unexpected disruptions to your travel plans.

Under the Australian Consumer Law, you may be entitled to a refund and/or compensation following a delayed or cancelled service in certain circumstances. 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 placing you on a similar service within a reasonable time (depending on the circumstances).

We do not provide refunds if you:

- are unable to travel or change your mind;
- fail to board the coach at the scheduled time of your booking; or
- have been refused travel or removed from the coach in accordance with section 10.

## 10. Right to Refuse Travel

### 10.1 Refusal of Carriage

We reserve the right to refuse travel or remove from the vehicle any passenger, regardless of whether the passenger holds a valid Ticket, 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;
- cannot prove you are the person specified on the Ticket on which you wish to travel;
- 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.

## 11. Murrays Loyalty Club Program

### 11.1 Registration

You may register for our Loyalty Club membership at our website [www.murrays.com.au](http://www.murrays.com.au).

Upon successful registration, you will be issued with a member number and password as a Murrays Loyalty Club Member. No previous trips prior to your registered joining date as a member can be claimed to your membership.

### 11.2 Consent to receive promotional materials

Upon joining the Murrays Loyalty Club program, you consent to receive promotional information and be part of prize or other promotional activity as notified by us from time to time. We will communicate special offers via our website, email or SMS text, or all. You can opt-out any time from this service by updating your account details online.

### 11.3 Booking as a Member

Murrays Loyalty Club Members must enter their membership number at the time of booking. Trips cannot be allocated to your membership number after the booking has been confirmed.

Murrays Loyalty Club Members can make bookings on behalf of additional passengers but additional passengers must travel with Murrays Loyalty Club Member for these trips to be accumulated and valid for the purposes of section 11.4.

### 11.4 Loyalty Program

If you book five trips across our participating services in a 12 month period as from the date of your first trip, you are entitled to claim one free trip (Free Loyalty Club Trip).

Loyalty Club reward benefits will be excluded on discounted sale or promotional offers for fares purchased less than \$19.

The Free Loyalty Club Trip can only be claimed on the following services:

- Sydney ↔ Canberra;
- Brisbane ↔ Toowoomba; or
- Brisbane ↔ Chinchilla.

One free trip consists of one sector and is subject to seat availability.

Only bookings made directly with Murrays via phone, counter or via the Murrays website by a registered Murrays Loyalty Club member are eligible to earn rewards on participating services.

Bookings made via a booking/third party agent are excluded in earning loyalty club rewards.

Loyalty Club Program is not available for the Canberra/Melbourne, Sydney/Melbourne, Canberra/Narooma, Canberra/Wollongong, or Snow Services & Special Event Packages. Free Loyalty Club Trips can only be redeemed and used for travel by the registered Murrays Loyalty Club Member. Free trips cannot be transferred and used by family members or other travelling passengers.

Free Loyalty Club Trips can only be redeemed and used for travel by the registered Murrays Loyalty Club Member. Free trips cannot be transferred and used by family members or other travelling passengers.

Free Loyalty Club Trips must be booked online and redeemed within 6 months from the date of issuance.

Changes to your Free Loyalty Club Trip are subject to the terms as set out in section 4.5.

If the passenger fails to board the coach at the scheduled time on the booking, the fare and ticket will be forfeited.

Free Loyalty Club Trips are also subject to the same Terms and Conditions as listed above.

### **11.5 Changes to Loyalty Program**

We may make changes to the Murrays Loyalty Club Program and will give notice of any changes to the Terms and Conditions at our sole discretion, either via our website and/or by direct communications sent out to our members.