

North Coast Charters Terms & Conditions

General Terms & Conditions:

By placing a booking with North Coast Charters, The Hirer acknowledges they have read, understood and agree to accept the Terms & Conditions as detailed below.

In the following Terms and Conditions, 'the Operator' refers to North Coast Charters ABN 30 845 115 172 the supplier of the Bus, the 'Driver' refers to the driver(s) of the Bus(s), the 'Hirer' refers to the person and/or organisation making the booking, The 'Bus' refers to the vehicle provided by the Operator to provide the services. There are two types of hirers; A 'Non-Account Hirer' refers to a Hirer without a registered account with the Operator (required to pay for charter bookings minimum 3 business days in advance). A 'Flag Down Hirer' refers to a Hirer requesting a Charter on the day of the service, The Charter cost must be settled prior to the Charter departing utilising EFTPOS on board the bus.

1. Application of Terms:

These Terms & Conditions shall be effective immediately upon the Operator providing a quotation and/or accepting a booking by issuing a Booking Confirmation. The Hirer shall at all times remain solely responsible for the acts and/or omissions of the passengers permitted to travel by the Hirer (whether directly or indirectly) and therefore, any additional costs incurred by the Operator during the performance of the agreement shall be borne by the Hirer.

The Operator reserves the right to amend these Terms and Conditions at any time. The Terms and Conditions that apply are the Terms and Conditions in force on the date each Booking Quotation/Confirmation was issued.

2. Operational Boundaries & Limitations:

North Coast Charters operates bus charter services alongside its responsibility to provide a "Long Distance, Tour and Charter" service. As such, North Coast Charters with one (1) 45 Seat Bus has limited capacity to supply a charter bus at any time.

All booking requests are subject to bus and staff availability and North Coast Charters discretion.

Except for cancellations in accordance with clause 8, once a booking request has been accepted and payment has been received, the booking will be honoured.

Our Normal Charter services are within the boundaries of Forster, Wauchope and Crescent Head. Unless otherwise agreed to prior by North Coast Charters, Additional service fees may apply for an out of area Charter.

3. Charter Quotation & Booking Requests:

While general enquiries can be made over the phone (0492457784), charter quotation and booking requests must be lodged via North Coast Charters website "Contact Us" Page or online booking page at www.northcoastcharters.com.au

North Coast Charters will email a quotation to the Hirer. All quotations are given subject to the Operator having an appropriate vehicle and driver at the time the Hirer accepts to proceed with the booking in writing via email.

Quotations are valid for 7 days unless agreed in writing via email; after such period, the Operator may at its absolute discretion vary the price, in which event a new quotation will be provided to the Hirer, deeming previous quotations null and void.

The Hirer must email North Coast Charters to accept or reject the quotation. North Coast Charters will then issue a Booking Confirmation and Invoice via Our Square Booking System.

4. Booking Confirmations & Amendments:

It is the responsibility of the Hirer to check the Booking Confirmation once received via email or SMS Text Message, for its accuracy and completeness. Any discrepancies or amendments to the booking must be communicated in writing via email to the Operator as a matter of urgency. At no time should verbal amendments be considered as confirmation of a change to an existing booking.

If the Hirer requires a booking amendment, the amendment will only be considered as implemented when the Operator has acknowledged the amendment with a new Booking Confirmation (otherwise, the Hirer will be subject to the terms of the original Booking Confirmation). Please note that depending on the nature of the booking amendment, additional charges may be required.

No amendment can be agreed with the Driver and the Driver does not have the authority to bind the Operator in any manner whatsoever.

The Operator may give advice on journey times in good faith, but cannot guarantee that the journey will be completed by a specific time and cannot be held responsible for any delays in arrival at a destination caused by factors outside of its control such as traffic conditions and/or adverse weather conditions. These factors should be taken into account by the Hirer when requesting a collection time when making a booking. The Operator shall have no liability to the Hirer for failing to arrive at a destination on time and shall bear no liability for late arrival at performances or events and the Hirer shall have no claim against the Operator for any reimbursement to the cost of any tickets for any such performance or event. 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 event.

Late bookings / amendments to existing bookings within 4 business days of the date of charter are subject to a 'late booking/amendment fee' as defined in clause 5 below.

Late booking and amendment requests are not guaranteed; the Operator reserves the right to decline late bookings and amendment requests and either deliver the original service or cancel the booking by returning all money paid without further or other liability.

5. Additional Charges & Surcharges:

The Operator reserves the right to charge for any graffiti removal, excessive soiling or rubbish removal or damage to buses made by the Hirer and/or the passengers. In the event of vehicle damage or circumstances requiring additional cleaning, the Hirer agrees to pay the additional costs incurred.

Late bookings/amendments to existing bookings within 4 days of the date of charter are subject to a 'late booking/amendment fee' equivalent to 20% of the total booking cost.

Please also note that North Coast Charters buses are often required for consecutive pick up points during a Charter and as such, it is important all passengers are ready to board at the specified pick up time to prevent delays to current and future bookings, as well as prevent driver fatigue breaches (see details and additional charges in Clause 6 Driver's Hours).

Additional charges may be incurred for late finishing as a result of actions of the Hirer. The additional charges will be applied in 15 minute intervals. North Coast Charters will act reasonably before additional charges for late finishing are applied.

In the event that the Hirer delays pick up and the bus is required for the next charter booking, the Operator (where possible) will endeavour to send another vehicle and Driver to pick up passengers, with any additional expense incurred by the Hirer.

Bonds: North Coast Charters may charge a refundable bond for hires it deems to be at risk of additional charges and or damages.

6. Driver's Hours:

Driver's hours and rest periods are strictly regulated by law and the Hirer accepts responsibility for timings agreed at confirmation of booking. The Hirer accepts that neither they nor their passengers shall delay or interrupt the journey in such a way as to cause the Driver to breach Driver hours regulations and must adhere strictly to all collection times contained in the Booking Confirmation. If any breach is likely to occur the Hirer agrees to pay any additional costs incurred.

If delays occur for whatever reason, the Operator may take whatever action is deemed necessary for the vehicle in order to comply with the law. Where delays do occur, the Operator cannot be held responsible for any losses arising as a result of those delays or non-performance of the services.

7. Passenger Pick Up Points:

Please ensure all passengers are at the respective pick up points 10 minutes prior to the scheduled departure time, ie 12.50pm for a 1pm departure.

Passengers who fail to board the bus at the scheduled departure time, They will be deemed as "No Shows". Additional runs to pick up Passengers who Missed the bus will be issued an additional invoice at an additional \$150 per trip.

This will be implemented from the 1st of November 2024, Due to on 2x previous Charters. Passengers have "Missed" the Bus, We've done a Courtesy Run back to where they said they were only for them to be nowhere to be found. Which in turn results in Us using more Diesel for the additional trip, Taking up additional valuable Minutes from Our Driver Hours which may not have been factored into an already tight schedule etc.

8. Cancellation by Hirer:

All requests for cancellations must be made in writing via email. Should the Hirer wish to cancel a booking, the following terms and charges shall apply.

General Cancellations

- 4 business days' or more notice before the commencement of the booking– full refund/no charge
- 2 – 3 business days' notice before the commencement of the booking – 50% of hiring fee charged
- 1 business day or less notice before the commencement of the booking - 100% of hiring fee will be charged

8. Cancellation by the Operator:

In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or the happening of any event over which the Operator has no control (including availability of drivers and buses, adverse weather and road conditions), the Operator may, by returning all money paid and without further or other liability, cancel the booking.

9. Payment:

All bookings will be issued an Invoice due 48 hours prior to the Charter taking place. Payments can be made by Cash, Direct Deposit or securely online using the link on the invoice.

We prefer Direct deposit So We don't have to carry cash around, While Card Transactions attract a 1.6% - 2.2% Fee which We do not pass on to Our Customers (Ie a \$990 Charter = a \$14.40 to \$21.78 fee per transaction).

10. Passenger Conduct:

It is incumbent upon the Hirer and the Hirer's party to behave in a proper manner for the duration of their journey. The Driver may refuse to continue a journey, refuse to allow a passenger or passengers to board the vehicle or request they exit from the vehicle if at their sole discretion, they consider any passenger to be unfit to travel or to be behaving in such a way that may compromise the safety of other persons, the contents of the bus or the bus itself (e.g. due to being intoxicated, aggressive, abusive and/or carrying any dangerous or prohibited substances). In such event, at the Driver's sole discretion, the journey may continue once the passenger or passengers have been removed from the bus however, should passenger conduct result in termination of the journey, the Operator reserves the right to cancel any other parts of that booking, and in such circumstances the forfeiture of any monies paid, and no claims for compensation or refund in either whole or part shall be entertained. Flag down Customers will be expected to pay the full value of that booking. Any damage caused to the vehicle by the Hirer or any of the passengers shall be the responsibility of the Hirer and the Hirer shall be liable for all costs related thereto. Where that booking is one of many bookings for the Hirer, North Coast Charters reserves its right to terminate future bookings where the passenger behaviour was serious or repeated.

11. Customer Service:

North Coast Charters takes pride in providing a safe, clean and reliable transportation service and utilises feedback to improve service delivery. Any complaints must be made promptly in writing by email. Complaints received more than 30 days after the date of travel will not be accepted. Any complaints regarding the condition of the vehicle supplied should be supported by photographic evidence.

12. Restrictions:

All buses are non-smoking by law. Food and beverages (other than water) are not to be consumed on any vehicle. **Limited BYO Alcohol is permitted to be brought on board and consumed, The Hirer must specify if Alcohol will be on board at the time of booking. North Coast Charters will then issue written Permission with 2x copies to be signed, 1x for the Customer and 1x for North Coast Charters records. If written permission is unable to be produced upon request, North Coast Charters reserves the right to request any alcohol to be removed from the vehicle. Failure to comply with said request, Will result in the Police being called in order for it to be removed or terminate the Charter**

Non-compliance with a Driver's request for passengers to refrain from eating, drinking, smoking or consumption of alcohol or illegal narcotics, may result in termination of the journey and/or cancellation of any other parts of a booking. In such circumstances, the Hirer accepts liability for the cost of the charter service, that no refunds will be provided and that the Operator will have no liability to the Hirer.

With the specific exception of recognised assistance dogs (which includes guide dogs), no animals are permitted to be carried on any vehicle. Failure to comply with this requirement may result in immediate termination of the journey and removal of the animal from the vehicle. A recognised assistance dog is one that has been specifically trained to assist a disabled person and will have formal identification.

13. Property:

Whilst the Operator will take all reasonable care with passenger's property, the Operator does not accept liability for any damage to, or loss of that property being carried on the vehicle. The Operator strongly recommends that no valuables should be left on the vehicle at any time, even if that vehicle is locked. Property found on the vehicle after hire will be held at the vehicle operating depot for a maximum period of 30 days. It is the Hirer's/passenger's

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responsibility to collect the property and any costs incurred to collect the property are to be borne by the Hirer/passenger.

14. Liability:

The Operator's liability to the Hirer under or in connection with this Agreement for all and any direct loss or damage arising from any one incident or series of connected incidents is limited to the booking value (excluding any Additional Charges arising by way of clause 5).

Neither the Operator nor the Hirer excludes or restricts in any way its liability under or in connection with these Terms and Conditions for death or personal injury caused by its negligence or to any extent not permitted by law.

15. Vehicle Photographs:

On request, the Operator can provide a photograph of the vehicle being supplied. Please note that the photograph supplied will be illustrative only.

16. Privacy:

By requesting a charter quotation via North Coast Charters online booking form, the Hirer agrees to receive relevant marketing information *If applicable* from North Coast Charters.

17. Enforceability

If any provision or term of these Terms and Conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be deleted but all other terms will remain valid.

Governing Law

These terms and Conditions together with any Booking Confirmation shall be subject to and construed in accordance with the laws of New South Wales and Australia. The parties hereby agree to submit to the exclusive jurisdiction of the courts of New South Wales

18. Complaints & Issues.

Any complaints must be made in writing in a speedy and timely manner, North Coast Charters will be unable to accept any complaints or apply compensation for complaints received more than 30 days after the date of travel. Any remedies or compensatory measures offered (if any) by North Coast Charters are at the strict discretion of the management of the Company. The Hirer also agrees that in the event of a dispute arising from a booking, a chargeback request will not be raised through the card issuer or bank.

Any complaints regarding the condition of the vehicle supplied or its facilities should be supported by photographic evidence.

19. Route

Unless the Hirer has advised of a particular route and specified it at the time of booking, the route taken will be entirely at the discretion of North Coast Charters or Driver according to road, traffic and weather conditions at the time of travel. The vehicle will depart at the times agreed by the Hirer at the time of the Booking Confirmation; no price discount shall be given if the route chosen is not actually the shortest.

All pick-up and drop-off locations and routes of travel must be legal points for embarkation and disembarkation and suitable for the vehicle utilised. Where that is not the case, the Driver will advise the client of the nearest pick-up or drop-off location that meets this requirement, or take the route of travel required to meet this requirement.

Stops will be made at suitable points to satisfy Safety and legal requirements regarding breaks and rest for Drivers. It is the Hirers' responsibility to account for all passengers at those times. North Coast Charters cannot accept liability for any losses incurred by passengers who fail to adhere to the Hirers' instructions.

Any changes requested to the route by the Customer shall be at the Driver's sole discretion and the Driver may charge an additional fee if additional drop-off points are requested and agreed by the Driver.

20. Change of Vehicle.

North Coast Charters reserves the right to subcontract to another operator to perform the hire or to supply replacement vehicles. If for operational reasons the Company is compelled to supply a larger vehicle than required, this will be at no extra charge (unless the number of passengers is increased from the original booking).

21. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes, pandemics, including, without limitation, failure of suppliers, subcontractors, and carriers, bad weather, and/or any other cause beyond the reasonable control of the party whose performance is affected to substantially meet its performance obligations under this Agreement.

22. Limitation of liability

Subject to the remaining provisions of this clause, the Company's liability to the Hirer under or in connection with this Agreement for all and any direct loss or damage arising from any one incident or series of connected incidents is limited to the booking value.

The Company shall not be liable to the Hirer (whether in contract, tort, under statute, for misrepresentation or otherwise including in each case negligence) and whether or not the Hirer was advised in advance of the possibility of such loss or damage, for:

1. any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with this Agreement or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or
2. any indirect or consequential losses whatsoever.

Nothing in this clause or in this Agreement excludes or limits the Customer's liability to pay (without set off) the charges or any Additional Charges.