

**AUSTRALIA WIDE COACHES PTY. LTD.  
STANDARD TERMS AND CONDITIONS**

Your booking is accepted subject to the following terms and conditions. Once you have confirmed your booking, you accept that these terms and conditions will apply.

**QUOTATION CONDITIONS**

Prices are current at the time of quotation and subject to availability at the time of booking. All quoted prices include GST. Australia Wide Coaches (AWC) reserves the right to pass on, without notice, any increases that may occur in any applicable airport charges, road tolls, entry fees, fuel costs or parking fees. Please check all details provided in this quotation to ensure that all details are correct. AWC accepts no responsibility for the accuracy of customer itineraries. No bookings are made when a quotation is provided and AWC will not accept tentative bookings.

**BOOKINGS**

Client bookings must be received in written form by postal mail, fax or email. A written acceptance confirmation will be provided for all coach bookings.

**BOOKING PAYMENT**

Payment can be made by cheque, money order or by MasterCard or Visa.

Payment is strictly due before delivery of vehicle/s unless approved prior arrangements have been made with AWC. Should there be any default in the above payment terms, all monies owing by the Customer to AWC shall become immediately due and payable and a Credit Bureau Default may be lodged without further notice. All expenses, costs or disbursements incurred in recovering any outstanding monies including all search fees, debt collection fees and solicitor's costs will be paid by the Client.

**CREDIT CARD PAYMENT**

Clients using Credit Cards note and accept the following service fees. These fees are inclusive of GST.

MasterCard – 2%                      Visa – 2%

**ACCOUNT CLIENTS**

An invoice will be raised on or prior to the day of departure. Terms of payment are 30 days from date of invoice.

**EXTENSIONS**

You are responsible for any charges levied by suppliers in respect of extra time in the event that your booking does not run to schedule. This includes any extra charges levied where you choose to extend the duration of your booking and include charges for flight and/or traffic delays.

**CANCELLATIONS**

In an event that you cancel your booking, AWC reserves the right to charge a cancellation fee as follows:

- Bookings cancelled more than 30 days prior to travel: No Fees.
- Bookings cancelled less than 30 days prior to travel: 10% of hire charge.
- Bookings cancelled less than 24 hours prior to travel: 50% of hire charge.
- When a coach is en route to pick up point on the day of travel, before notice of cancellation is received: No refund.

In addition to any cancellation fee charged by AWC you will also be responsible for payment of any charges levied by suppliers in respect of the cancelled booking. In all cases, the total fee charged will not exceed the value of the booking.

## **ADDITIONAL CHARGES**

The Client agrees on booking confirmation and commencement that the price charged by AWC 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.

AWC reserves the right to impose additional charges for cleaning of the interior of any coach 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 coach.

## **GENERAL TERMS**

The provision of 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. AWC reserves the right to enforce its legal obligation in compliance with the law in all aspects of our hire provision irrespective of client requests, conduct, actions or other circumstances effecting the provision of this hire.

This includes, but not limited to our right to:

- Refuse entry to the coach of persons under the influence of alcohol or drugs
- Stop consumption of hot food and drink, alcohol or tobacco products on the coach
- Authorise our driver to act in the best interests of his/her passengers safety irrespective of consequences to the hire
- 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 or stopping a hire or may result in its cancellation
- Refuse to carry dangerous, flammable or illegal items/goods on any part of a passenger/person or the coach
- Determine the suitability and nature of any luggage or items intended to be carried by, or for, passengers on or within the coach interior 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 Owners 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 and driver rest periods in line with current regulations

## **LIABILITY**

AWC will take all reasonable steps to provide to the Client, services outlined in this confirmation advice.

AWC accepts no liability for:

- Substitution of 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 costs incurred by the Client and;
- Third Party claims associated with the hire event
- Acts of Force Majeure

In circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements.