

Transdev NSW - Charter Terms and Conditions 2018



To the fullest extent legally possible, all dealings between the Transdev NSW and the Hirer relating to the Transdev Charter Service are unless otherwise expressly agreed in writing, subject to these terms and conditions. By confirming your booking via email, you declare that you have read, understood and agree to bind the Hirer to these terms and conditions. You also declare that you have the authority to bind the Hirer to these terms.

TERMS AND CONDITIONS

1 PARTIES AND LAW

- 1.1 A reference to the Hirer includes a corporation, firm, partnership, association, trust, joint venture, authority, individual or other legal entity.
- 1.2 The Hirer is deemed to have read and agreed to be bound the terms of this agreement upon acceptance of this booking via email.
- 1.3 Where the terms and conditions refer to any obligation the Hirer has to Transdev NSW, each party will be jointly and severally liable for the performance of the obligation, and the obligation applies to each party of the Hirer whether or not that party is a passenger on a Transdev Charter Service.
- 1.4 'Transdev Charter Service' means all vehicle services operated by Transdev as set out in the booking confirmation.
- 1.5 Where the agreement refers to Transdev or Transdev NSW, the reference includes any employee, contractor, agent or assign of Transdev whether acting in the course of their duties or otherwise.
- 1.6 The conditions of the agreement between Transdev and the Hirer are set out below and may be varied from time to time provided Transdev gives prior written notice to the Hirer via email. The current version of these terms and conditions will be sent to the Hirer with every booking and it is the Hirer's responsibility to ensure that the Hirer and all passengers comply with the requirements set out in such current version.
- 1.7 This agreement is governed by the law of the state of New South Wales.

2 LIABILITY

- 2.1 The Hirer agrees that Transdev NSW shall not be liable for the death, sickness of or any other injury to the Hirer or a passenger or for any other loss or damage suffered by the Hirer or a passenger in any circumstances, including: arising from any act, error or omission of Transdev; and arising from any act, error or omission of any passenger (including the Hirer), including where Transdev contributes to that loss in any way.
- 2.2 The Hirer agrees to indemnify Transdev NSW against any liability arising from any act, error or omission committed by the Hirer.
- 2.3 Without limitation to clause 2.1, in the event Transdev NSW is liable to the Hirer for any reason, its maximum liability is limited to: an obligation to resupply the service; an obligation to pay the cost of resupplying the service; or otherwise limited to the maximum extent permitted by law.
- 2.4 Without limiting any other provision in this agreement Transdev NSW shall not be liable to the Hirer for indirect or consequential loss in any circumstances, including but not limited to: loss of earnings or profit, costs of alternative travel; and loss of opportunity.

3 QUOTATIONS & CONFIRMATION

- 3.1 Verbal quotations are only regarded as an estimate and Transdev NSW will not be bound by any verbal quote.
- 3.2 Validity of Quotes - Written quotes via email are valid for 30 days.
- 3.3 Prices for any Transdev Charter Service are current at the time of quotation and subject to availability at the time of booking the Transdev Charter Service.
- 3.4 Transdev has absolute discretion whether to accept a booking for a Transdev Charter Service.
- 3.5 A booking for a Transdev Charter Service is only confirmed when Transdev has sent a booking confirmation via email to the listed email of the Hirer.

4 FEES & ADDITIONAL CHARGES

- 4.1 Transdev's fees may be varied from time to time provided Transdev gives prior written notice to the Hirer, including but not limited to a notice via email.

- 4.2 Payment terms are 30 days from invoice date. The Hirer will be invoiced the next business day and payment can be made by direct debit, visa or cheque.
- 4.3 Transdev NSW reserves the rights charge the Hirer for tolls, vehicle entry and parking fees. Any expected additional fees will be notified to the Hirer by Transdev NSW. Any unforeseen additional fees prior to departure or during the service are the responsibility of the Hirer and will be recharged to the Hirer.
- 4.4 Transdev reserves the right to charge the Hirer for any damage caused by the passengers during the course of any hire including cleaning fee outlined under clause 8.6.

5 CHANGES OR CANCELLATIONS

- 5.1 All amendments or cancellations must be in writing to your Transdev NSW contact.
- 5.2 The Hirer must notify Transdev NSW of any changes to a booking **at least 72 hours** before the scheduled departure date and will only be accepted at the complete discretion of Transdev NSW.
- 5.3 Any changes or cancellations to jobs less than **24 hours** before scheduled departure date please call 8724 3060 between business hours 8am – 4.30pm or after hours, please contact the Operational Control Centre on 8724 3090
- 5.4 Transdev reserves the right to cancel any Transdev Charter Service at any time for any reason.
- 5.5 Transdev NSW will not be liable for any costs incurred by the Hirer as a result of a cancelled Transdev Charter Service, including consequential damages or the cost of alternative travel arrangements.
- 5.6 In the event of a cancellation by the Hirer, for reasons other than weather conditions, Transdev NSW must be provided with advance written notice. Transdev NSW also reserves the right to charge cancellation fees as follows:
Cancellation less than 48 hours notice prior to the departure time: Administration fee of \$50.00 per booking.
OR
Cancellation on the day of departure:
Up to 100% of the full charter price agreed

For cancellations due to Weather Conditions please see clause 6.

6 CANCELLATIONS DUE TO WEATHER CONDITIONS

- 6.1 Weather Conditions are limited to wet weather conditions and heat wave temperatures.
- 6.2 In the event of a same day cancellation by the Hirer due to Weather Conditions, Transdev reserves the right to apply the following fees applies to Hirer:
2 hours or less before departure time: 50% (buses) or 100% (coaches) of the full charter price agreed.
More than 2 hours before departure time: An administration fee of \$20.00 per booking.

7 WAITING TIME FEES AT A PICKUP POINT

- 7.1 If all the required passengers are not present on the bus after 10 minutes from scheduled time, it may need to move on to the next commitment. If this occurs and another bus needs to be sent out, the Hirer will be charged an additional 50% of the original quoted price.
- 7.2 If all the required passengers are not present 30 minutes after the scheduled time without any prior notice to Transdev, the trip will be considered cancelled and the full cost will still be invoiced to Hirer.

8 CONDUCT OF PASSENGERS

- 8.1 The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of the statutory regulations may be removed from the vehicle or prevented from boarding on the driver's authority.

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- 8.2 The Hirer will be responsible for the conduct of the passengers and for any damage caused to the vehicle by passengers during the hire.
- 8.3 The following items are expressly prohibited from any Transdev Charter Service:
- Glass containers
 - Fuel containers or gas bottles
 - Generators
 - Explosives or fireworks
 - Fire arms and weapons of any type
 - Animals with the exception of assistance animals previously approved by Transdev NSW
 - Items the driver reasonably determines are unsuitable for carriage because they are dangerous, unsafe or because of their weight, size, shape or character or which are fragile or perishable.
- 8.4 Food and Beverage – No food and beverages are permitted, except bottled water.
- 8.5 Smoking – No smoking or e-cigarettes in our vehicles
- 8.6 Rubbish and Damages – Passengers are expected to remove all rubbish from the vehicle. If extra cleaning of the bus is required, a minimum \$220.00 fee (exclusive of GST) will be charged to the Hirer.
- 8.7 Minors must well supervised by adults and remain seated at all times. All passengers are not permitted to place any part of their body outside the vehicle whilst the vehicle is moving
- 8.8 All passengers must wear a seatbelt where the bus is fitted with seatbelts.

9 WARRANTIES REGARDING NEED FOR ASSISTANCE

- 9.1 The Hirer must disclose at the time of the booking if any passengers on the Transdev Charter Service have any physical

or mental condition that may restrict their access to and from, and on the vehicle(s). If a passenger cannot board, disembark or move around the vehicle unaided or with reasonable assistance from Transdev then that passenger is required to be accompanied by a personal assistant/carer arranged by the Hirer during the entire journey.

10 BREAKDOWN & DELAYS

- 10.1 Transdev NSW gives its advice on journey times in good faith and does not guarantee the completion of any journey in any specific time and will not be liable for loss or inconvenience caused by the actual journey time.
- 10.2 Unusual road, traffic and weather conditions are beyond the control of Transdev NSW and the driver, and delays occasioned by these factors will not be the responsibility of Transdev NSW or the driver. Late arrivals due to these and other occurrences out of the control of the driver are not grounds for cancellation of the charter.

11 PASSENGERS PROPERTY & LOST PROPERTY

- 11.1 All vehicles chartered or hired out by Transdev NSW are subject to restrictions as to their carrying capacity as imposed by statute. The Hirer accepts that the driver shall be the sole judge as to whether and to what extent passenger's luggage and effects can be carried.
- 11.2 Transdev NSW does not accept liability for any damage to or loss of any property left upon the vehicle by a passenger whether or not with the knowledge of Transdev NSW, the driver, its servants or agents.
- 11.3 Lost property must be reported to Transdev NSW by calling 131 500.
- 11.4 All lost property will be held by Transdev NSW for 6 weeks and unclaimed items are then recycled.