



Terms and Conditions for Charter Services

All Bookings for Charter Services with Discovery Coaches are made subject to the following terms and conditions. By confirming your booking you confirm to us your acceptance of these terms & conditions.

1 Definitions

- 1.1 **"Booking"** means - a reservation by us of a time, date and price for provision of Services and can be confirmed by us in writing.
- 1.2 **"Business Day"** means - a day which is not a Saturday, Sunday or a public or bank holiday in Toowoomba, Queensland.
- 1.3 **"Passenger"** means - any and every persons to be carried as part of the Services provided to you.
- 1.4 **"Price"** means - the fee quoted for the Services.
- 1.5 **"Quote"** means - a price provided to you by us for the provision of particular Services.
- 1.6 **"Services"** means - the provision by us of any quoted Services.
- 1.7 **"Destination"** means - any attraction, activity or destination or supplier of attraction, activity or destination.
- 1.8 **"Travel Date"** means - the date the Services are to be provided under the Booking.
- 1.9 **"us", "we", "our", or "Discovery Coaches"** means Discovery Coaches, our drivers, employees, contractors and assigns.
- 1.10 **"Vehicle"** means - a bus or other vehicle used for provision of the Services.

2 Quotation

- 2.1 Where we have provided you with a Quote for Services (via our website, email or other means) the Prices provided in the Quote are current at the time of quotation and may be subject to change prior to confirmation of your Booking.
- 2.2 All Quotes provided by us are subject to availability at the time of Booking.
- 2.3 All Prices quoted by us include GST.
- 2.4 If at any time before the Travel Date, any applicable airport charges, road tolls, entry fees or parking charges increase, we reserve the right to pass on the increases to you, without notice. You agree to reimburse us for these increases within three Business Days of receiving an invoice for them.

3 Changes to your Booking

- 3.1 Any changes to your Booking will be accepted by us subject to availability. Discovery Coaches reserves the right to charge an amendment fee in respect of any change to your Booking in addition to any other applicable charges in relation to the amendment.
- 3.2 If your Booking does not run to schedule and the Services provided are extended in duration from those arranged in the Booking you will pay Discovery Coaches \$25 per 15 minutes required over and above the Services arranged in the Booking. All extra charges payable to Discovery Coaches will be paid by you within three Business Days of the provision of the Services.

4 Cancellations

In the event that you cancel your Booking a cancellation fee will be payable to us as follows:

- 4.1 If your Booking is cancelled more than 5 Business Days before the Travel Date no cancellation fee is payable.
- 4.2 If your Booking is cancelled within the 5 Business Days prior to the Travel Date the cancellation fee payable is \$50 per Vehicle per day booked as part of the Services.
- 4.3 If your Booking is cancelled on the Travel Date, the cancellation fee payable to us is \$150 per Vehicle per day booked as part of the Services.
- 4.4 In addition to any cancellation fee payable under clauses 4.1 to 4.3 you will be responsible for payment of any charges levied by a Destination in respect of the cancelled Booking.

- 4.5 The total amount payable to us under clauses 4.1 to 4.4 above will not be higher than the Price agreed under the original Booking.
- 4.6 Discovery Coaches may cancel the Booking due to an event of Force Majeure or if in our reasonable opinion it is not possible to perform the Services through no fault of ours. If a Booking is cancelled by Discovery Coaches in accordance with this clause, Discovery Coaches will reimburse you for any amounts you have paid but will not be responsible for any losses incurred by you.

5 “Non Account” Customer payments

- 5.1 If you do not have a credit facility with us, you must pay the Price of the Booking in full on or before the last Business Day before the Travel Date (subject to clause 5.2).
- 5.2 A Booking can only be confirmed if the method of payment has been arranged. We will accept the following methods of payments:
- 5.2.1 Payment by Visa or MasterCard. Credit card payments must be made by you one Business Day prior to the Travel Date.
- 5.2.2 Payment by Direct Debit to our bank account, the Direct Debit must be completed by you two days prior to the Travel Date to ensure the money is showing in our account on the last Business Day before the Services are provided. Our Bank account details are provided on our invoice.
- 5.2.3 Payment by Cheque, if you are making payment by cheque, the cheque must be made out to ‘Discovery Coaches’ and received by us five working days prior to the Travel Date for the cheque to be processed and cleared.
- 5.2.4 Payments by Cash can be made at our depot at 10 Civil Court. Toowoomba. Cash payments must be received on or before the last Business Day before the Travel Date.

6 Liability

- 6.1 Discovery Coaches has no liability for any act, omission or default, whether negligent or otherwise of any Destination or third party. We have no liability for any loss or damage occasioned by the negligence, act or omission of any Destination or other third party. In circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements.
- 6.2 Discovery Coaches has no liability for any indirect or consequential expense, loss or damage, loss or damage to reputation or opportunity, wasted expenditure, lost production or similar losses suffered by you or your invitees in connection with the Destination, Services or the Booking.
- 6.3 Discovery Coaches will not be liable for loss or damages arising out of the delay in departure or delay of Services.
- 6.4 Discovery Coaches will not be liable for any costs incurred by you because of a breach of the Passenger Behaviours.
- 6.5 All implied terms or warranties, whether statutory or otherwise are excluded in relation to the Services provided by us under these Terms and Conditions. The Australian Consumer Law provides Consumers with a number of protections and Consumer Guarantees that cannot be excluded or limited. These Terms and in particular the limitations of Liability set out in these terms are therefore subject to, and will not apply to the extent that they limit the remedies available to a consumer for breach of a consumer guarantee, we hereby limit the remedies available to you at our option to supplying the Services again.

7 Passenger Behaviour

- 7.1 No alcohol is to be consumed by any Passenger whilst on-board the vehicle. We reserve the right to refuse entry to any Passenger onto the Vehicles if we believe the Passenger is under the influence of drugs or alcohol to such a level that they may pose a threat to themselves, to others or to our property or the property of other Passengers.
- 7.2 Passengers may be removed from the Services or refused entry to a Vehicle if in our opinion they demonstrate violent, disorderly or aggressive behaviour.
- 7.3 Smoking is not permitted by law on the Vehicle and we will disembark any Passenger found smoking on the Services.
- 7.4 Any additional costs incurred by you or by us by virtue of clauses 7.1 to 7.3 will be borne by you.

- 7.5 All Passengers must wear seatbelts in the Buses that have them fitted. We will disembark Passengers and we reserve the right to refuse to transport Passengers that refuse to wear seatbelts where they are provided.
- 7.6 Passengers must remain seated when the Buses are moving.
- 7.7 In all cases we have the discretion to stop the Vehicle and disembark those passengers engaging in unacceptable or unruly behaviour. Discovery Coaches reserves the right to terminate a Service if any actions are deemed threatening or dangerous to us or other passengers.
- 7.8 Discovery Coaches operates within the "**Code of Conduct for School Students travelling on buses.**" (This Code has been approved by the Chief Executive, Department of Transport and Main Roads as a Code of Conduct applying in relation to school students travelling on buses, in accordance with section 139 of the Transport Operations (Passenger Transport) Regulation 2005).

8 Damage to the Vehicles

- 8.1 **Cleaning fee** - A cleaning fee of \$200 per Vehicle may be charged where a Vehicle is left unreasonably soiled after your Service.
- 8.2 **Damage Caused cost** - You are responsible for any costs incurred by us in respect of any damage caused by Passengers on your Service to a Vehicle. Any damage caused to the interior fittings and fixtures, windows and facilities i.e. (toilet, fire extinguishers, emergency hammers & exits) during the Service will be charged to you at the cost of replacement or repair.

9 Lost Property

- 9.1 All lost property will be returned to the Discovery Coaches depot and registered in our Lost & Found Register. All lost property can be collected from our depot between the hours of 9:00am and 4:00pm Monday to Friday.

10 Other Conditions

- 10.1 **Fuel Levy** - Discovery Coaches reserves the right to charge a fuel levy if fuel prices should rise excessively.
- 10.2 **Governing Law** – The laws of the State of Queensland, Australia governs these terms and conditions.