



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. **"Hirer", "you"** means - the person or company who is engaging the services of Discovery Coaches
- 1.4. **"Passenger"** means - any and every person to be carried as part of the Services provided to the Hirer.
- 1.5. **"Price"** means - the fee quoted for the Services. All prices are GST inclusive.
- 1.6. **"Quote"** means - a price provided to you by us for the provision of particular Services.
- 1.7. **"Services"** means - the provision by us of any quoted Services.
- 1.8. **"Destination"** means - any attraction, activity, product or service and/or third-party supplier of attraction, activity, service or product.
- 1.9. **"Travel Date"** means - the date the Services are to be provided under the Booking.
- 1.10. **"us", "we", "our", or "Discovery Coaches"** means Discovery Coaches, our drivers, employees, contractors and assigns.
- 1.11. **"Vehicle"** means - a bus or other vehicle used for provision of the Services.
- 1.12. **"Depot"** means Discovery Coaches depot, currently – 10 Civil Court, Toowoomba QLD.

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. A Booking can only be confirmed if the method of payment has been arranged.
- 2.3. Quotations are given based on information supplied by the Hirer, and unless otherwise requested, assume the most direct route.
- 2.4. Discovery Coaches has the right to vary the price at any time should the Service differ in any way to that described by the Hirer.
- 2.5. All Quotes provided by us are subject to availability at the time of Booking.
- 2.6. All Prices quoted by us include GST.
- 2.7. 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 may be payable to us as follows:

- 4.1. **For day Charter** – Single day or multiple day charter but vehicle is back to depot each night
 - 4.1.1. If your Booking is cancelled more than five (5) Business Days before the Travel Date, no cancellation fee is payable - subject to clause 4.1.4.
 - 4.1.2. If your Booking is cancelled within the five (5) Business Days prior to the Travel Date the cancellation fee payable is \$50 per Vehicle per day booked as part of the Services.
 - 4.1.3. 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.
 - 4.1.4. In addition to any cancellation fee payable under clauses 4.1.1 to 4.1.3 you will be responsible for payment of any charges levied by a Destination in respect of the cancelled Booking.
- 4.2. **For extended Charter** – Where Vehicle and Driver is away from depot overnight.
 - 4.2.1. If your Booking is cancelled more than ten (10) Business Days before the Travel Date, no cancellation fee is payable - subject to clause 4.2.4.
 - 4.2.2. If your Booking is cancelled within the ten (10) Business Days prior to the Travel Date the cancellation fee payable is \$100 per Vehicle per day booked as part of the Services, for a maximum of five (5) days.
 - 4.2.3. If your Booking is cancelled on the Travel Date, the cancellation fee payable to us is the Price agreed to in the original Booking.
 - 4.2.4. In addition to any cancellation fee payable under clauses 4.2.1 to 4.2.3 you will be responsible for payment of any charges levied by a Destination in respect of the cancelled Booking.
- 4.3. The total amount payable to us under clauses 4.1 and 4.2 will not be higher than the Price agreed to in the original Booking.

In the event that Discovery Coaches cancels your booking

- 4.4. Discovery Coaches may cancel the Booking due to an event of Force Majeure. If a Booking is cancelled in accordance with this clause, we will reimburse you for any amounts you have paid for the Booking, however you may be responsible for all Destination costs incurred.
- 4.5. If in our reasonable opinion it is not possible to perform the Services through no fault of ours. If a Booking is cancelled in accordance with this clause, we will reimburse you for any amounts you have paid for the booking.
- 4.6. Discovery Coaches will not be responsible for any losses incurred by you.

5. Invoice payments

- 5.1. If you have a credit facility with us, payment for Price of the Booking is to be made in accordance with the terms of your credit facility.
- 5.2. If you do not have a credit facility with us, payment for Price of the Booking must be processed and cleared in full on or before five (5) Business Days prior to the Travel Date (subject to clause 5.3).
- 5.3. We accept the following methods of payments:
 - 5.3.1. **Credit card payments.**
 - 5.3.2. **Direct Debit payments** - must be completed by you seven (7) Business Days prior to the Travel Date to ensure the money is showing in our account by five (5) Business Days before the Services are provided. Our Bank account details are provided on our invoice.
 - 5.3.3. **Cheque payments**, all cheques must be made out to 'Discovery Coaches' and received by us seven (7) Business Days prior to the Travel Date for the cheque to be processed and cleared.
 - 5.3.4. **Cash payments**, to be made at our depot at 10 Civil Court. Toowoomba. and must be received on or before five (5) Business Days before the Travel Date.

6. Liability

- 6.1. Discovery Coaches is not responsible for any damage to, or loss of, any property left upon the vehicle by a passenger whether or not with the knowledge of Discovery Coaches.
- 6.2. 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.

- 6.3. 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.
- 6.4. Discovery Coaches will not be liable for loss or damages arising out of the delay in departure or delay of Services.
- 6.5. Discovery Coaches will not be liable for any costs incurred by you because of a breach of the Passenger Behaviours.
- 6.6. Discovery Coaches will not be held liable for loss or inconvenience caused by the actual journey time and or breakdown of the vehicle.
- 6.7. We do not accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by force majeure or any other event which is beyond our control and which is not preventable by reasonable diligence on our part.
- 6.8. 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(s) and we will disembark any Passenger found smoking on the Services.
- 7.4. All Passengers must wear seatbelts in the Vehicles 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.
- 7.5. Passengers must remain seated when the Vehicle is moving.
- 7.6. In all cases we have the discretion to stop the Vehicle and disembark those passengers engaging in unacceptable or unruly behaviour.
- 7.7. Discovery Coaches reserves the right to terminate a Service if any actions are deemed threatening or dangerous to us or passengers.
- 7.8. Any additional costs incurred by you or by us by virtue of clauses 7.1 to 7.8 will be borne by you.
- 7.9. 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 \$300 per Vehicle may be charged where a Vehicle is left unreasonably soiled after your Service.
- 8.2. **Damage 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 and exterior 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 on Business Days.

10. Other Conditions

- 10.1. **Governing Law** - The laws of the State of Queensland, Australia governs these terms and conditions.

- 10.2. **Fuel Levy** - Discovery Coaches reserves the right to charge a fuel levy if fuel prices should rise excessively.
- 10.3. **Food** – Consumption of food or drinks onboard the vehicle(s) is not permitted without prior approval – (food required for medical purposes and bottled water is welcomed).
- 10.4. **Vehicle size** – Discovery Coaches will provide vehicle(s) to accommodate the number of passengers specified by the Hirer at the time of booking. The vehicle(s) size may vary.
- 10.5. **Outsourcing & Substitution** – Discovery Coaches may substitute any other vehicle for its own vehicle to transport passengers and their luggage.
Where the services of another operator(s) are provided for in this Booking, it is agreed and understood that Discovery Coaches is acting only as agent for the Hirer to arrange such services and accepts no responsibility whatsoever for any default of that operator.
- 10.6. **Luggage** - All vehicles 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 a passengers' luggage and effects can be carried.

If you find our Terms and Conditions unsuitable, and you require an amendment for your Quote, please contact our office to discuss all options prior to Booking.