



**Transdev Queensland Pty Ltd (Transdev)
Charter Terms and Conditions**

To the fullest extent permitted by law, all dealings between Transdev Queensland Pty Ltd ACN 087 046 044 (Transdev) and any other person (Hirer) relating to the charter of any Transdev vehicle are subject to the terms and conditions set out below, unless otherwise expressly agreed by the parties in writing.

1. PARTIES

- 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 the terms of this agreement upon the completion and execution of a Quotation.
- 1.3 Where the terms and conditions refer to any obligation the Hirer has to Transdev, each party constituting the Hirer 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 Where this agreement refers to Transdev, the reference includes any employee, contractor, agent or assign of Transdev whether acting in the course of their duties or otherwise.
- 1.5 'Transdev Charter Service' means all vehicle services operated by Transdev as set out on the Quotation.
- 1.6 The conditions of the agreement between Transdev and the Hirer are set out below and subject to change by Transdev without notice.
- 1.7 The Hirer agrees to ensure that all passengers on the Transdev Charter Service are aware of these terms and conditions.

2. LIABILITY

- 2.1 The Hirer agrees that Transdev 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:

- (a) arising from any act, error or omission of Transdev; and
- (b) arising from any act, error or omission of any passenger (including the Hirer).

2.2 The Hirer agrees to indemnify Transdev against any liability arising from any act, error or omission committed by the Hirer.

2.3 Without limitation to clauses 2.1, in the event Transdev is liable to the Hirer for any reason, its maximum liability is limited to:

- (a) an obligation to resupply the service;
- (b) an obligation to pay the cost of resupplying the service; or
- (c) otherwise limited to the maximum extent permitted by law.

2.4 Without limiting any other provision in this agreement Transdev shall not be liable to the Hirer for indirect or consequential loss in any circumstances, including but not limited to:

- (a) loss of earnings or profit;
- (b) costs of alternative travel; and
- (c) loss of opportunity.

3. QUOTATIONS & CONFIRMATION

3.1 Verbal quotations are only regarded as an estimate of the cost of the Transdev Charter Service and Transdev will not be bound by any verbal quote.

3.2 Written quotations are based on details provided by the Hirer and may be altered at the Hirer's request.

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 Quotations are valid for 30 days from the date of the written quotation and all quoted prices include GST.
- 3.5 Any Transdev Charter Service scheduled more than 30 days from the date of the Quotation may be subject to a change in Price at the absolute discretion of Transdev.
- 3.6 A booking for a Transdev Charter Service is only confirmed when the Hirer completes and executes a Quotation and, if required by Transdev, an initial deposit is received by Transdev.
- 3.7 Transdev has absolute discretion whether to accept a booking for a Transdev Charter Service.

4. FEES

- 4.1 Transdev’s fees are subject to change without notice.
- 4.2 Unless otherwise agreed, Transdev may require the payment of a deposit to confirm a booking for a Transdev Charter Service. Unless otherwise agreed, the balance of any amount due will be payable to Transdev in full no later than 2 Business days prior to the scheduled date of the Transdev Charter Service.
- 4.3 If this payment is not received, then the booking may be cancelled by Transdev without notice to the Hirer.
- 4.4 In the event of any payment being made by the Hirer via credit card, Transdev may charge an additional fee of up to 3% of the value of the booking according to the type of credit card used.
- 4.5 The Hirer is responsible for the cost of repairs resulting from any damage caused to a vehicle/s by any passengers during the charter or hiring of the vehicle/s.
- 4.6 If additional cleaning is required as a result of the Charter, or if the vehicle/s is or are unable to perform its next scheduled service because of it being unserviceable due to the Hirer or their passengers, then at Transdev’s discretion, a minimum Excess Cleaning Fee of \$220 (exclusive of GST) will be charged to the Hirer.

5. CHANGES OR CANCELLATIONS

- 5.1 In any event, any change to a booking must be notified to Transdev by the Hirer at least three business days before the scheduled date of the Transdev Charter Service. Changes to bookings for Transdev Charter Service may not be able to be accommodated and will only be accepted at the complete discretion of Transdev.
- 5.2 Transdev reserves the right to cancel any Transdev Charter Service at any time if circumstances beyond Transdev’s reasonable control prevent performance of the Transdev Charter Service.
- 5.3 Without limiting clause 2, Transdev 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, including without limitation for any failure to meet a subsequent journey on any form of transport.
- 5.4 In the event that the Hirer wishes to cancel the booking for the Transdev Charter Service, Transdev must be provided with advance written notice.
- 5.5 For the avoidance of doubt, if a driver attends a booking for a scheduled Transdev Charter Service and arrives to the first pick up point and all of the required passengers are not present 30 minutes after the scheduled time (without any prior notice to Transdev) that booking will be considered a “no show” and the full cost of the charter will be invoiced to the Hirer by Transdev.
- 5.6 In the event of a cancellation by the Hirer, except where the cancellation is due to events outside of the reasonable control of the Hirer, Transdev reserves the right to charge a cancellation fee as follows:

Greater or equal to 7 days notice	No Cancellation Fee
Within 3 to 6 days of scheduled charter	Cancellation Fee of \$100 plus \$100 per vehicle booked.
Within 1 to 2 days	Cancellation fee of

of scheduled charter	<i>\$100 plus 25% of quoted charter cost</i>
Less than 24 hours from the scheduled time for the charter or a "no show"	<i>Full cost of the charter will be invoiced and no refund will apply.*</i>

* **Note:** Transdev in its discretion may waive payment of the cancellation fee if the cancellation occurs due to events outside the Hirer's reasonable control.

6. CONDUCT OF PASSENGERS

- 6.1 The Hirer is required to comply with Transdev's reasonable directions at all times.
- 6.2 Transdev may refuse carriage to passengers of the Hirer or remove passengers from its vehicle(s) or service(s), if in the opinion of Transdev, in its sole discretion, any passengers on the Transdev Charter Service:
- (a) may become or are objectionable, disorderly or unruly towards other persons inside or outside of the vehicle;
 - (b) may become or are sick;
 - (c) may become threatening, violent, aggressive or abusive;
 - (d) smoke on any Transdev Charter Service;
 - (e) carry or consume or appear to be under the effect of alcohol or drugs;
 - (f) carry or consume food or beverages on any Transdev Charter Service;
 - (g) bring on baggage that may put the safety of the bus or the safety or health of any person in the bus in danger or at risk;
 - (h) use threatening, abusive or insulting words towards any person or otherwise behaved in a threatening manner;
 - (i) require special assistance but have not made prior arrangements with Transdev;
 - (j) committed misconduct on a previous service offered by

Transdev and Transdev has reason to believe that such conduct may be repeated;

- (k) are believed to be in the unlawful possession of drugs;
 - (l) cause discomfort or offence to other persons including other passengers;
 - (m) breach any condition of this agreement;
 - (n) break any law; or
 - (o) disobey any directive given by Transdev.
- 6.3 In the event that Transdev refuses carriage to any passengers or removes any passengers from its vehicle(s) or service(s) pursuant to this clause:
- (a) no refund will be provided to the Hirer of any unused travel;
 - (b) any travel travelled prior to the passenger being removed will be deemed to have been travelled; and
 - (c) Transdev will not be liable to the Hirer or any passengers for any loss, including consequential loss or the cost of alternative travel.
- 6.4 All passengers must wear a seatbelt where the bus is fitted with seatbelts.
- 6.5 All passengers are not permitted to place any part of their body outside the vehicle whilst the vehicle is moving.
- 6.6 All passengers are required to comply with Transdev's reasonable directions at all times with respect to first aid situations.
- 6.7 All passengers are required to inform Transdev of any injuries or illness immediately that arise on or in connection with a Transdev Charter Service.
- ## 7. PASSENGER PROPERTY
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- 7.1 All vehicles are subject to restrictions as to their carrying capacity as imposed by statute. The Hirer accepts that Transdev shall be the sole judge as to whether and to what extent any baggage and effects can be carried on a Transdev Charter Service.

7.2 The following items are expressly prohibited from any Transdev Charter Service:

- (a) glass containers (within the confines of passenger cabin);
- (b) fuel containers or gas bottles;
- (c) generators;
- (d) explosives or fireworks;
- (e) fire arms and weapons of any type, including but not limited to knives, blades, or sharp items of any kind;
- (f) animals, with the exception of assistance animals previously approved by Transdev; or
- (g) 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.

7.3 The Hirer and their passengers are solely responsible for all baggage, including carry on baggage, which is carried at the sole risk of the Hirer and the passengers.

7.4 The Hirer warrants that any personal effects, baggage or other goods taken or placed on or in the vehicle/s will not, either directly or indirectly, cause any loss or damage to Transdev or any other passenger or any other personal effects, baggage or other goods on the Transdev Charter Service.

7.5 Without limiting clause 2, Transdev shall not, under any circumstances, including any negligent act or omission of Transdev, be liable for loss, theft or damage of baggage or personal effects.

8. LAW

8.1 This agreement is governed by and construed in accordance with the law of the State of Queensland.

8.2 This agreement contains all the terms of the agreement between Transdev and the Hirer, and no condition, warranty or other term is to be implied, either by statute or otherwise, except to the extent that the operation of these terms and conditions is excluded, restricted or

modified by the *Competition and Consumer Act 2010* (Cth). Transdev will not be bound by any additional oral or written terms whether purporting to be part of these terms and conditions or collateral to them.

8.3 In the event that any term in this agreement should be held to be unenforceable that term shall be read down or severed and the remainder of this agreement shall continue to apply.