

# Application of Terms

Your booking is accepted subject to the following terms and conditions and by confirming your booking you accept that these terms & conditions will apply.

- The Hirer acts on behalf of all the passengers travelling on the vehicles. If the Hirer is a company, group, or partnership, an individual must be named as a responsible person.
- The Hirer is responsible for the actions and decisions of all the passengers during the charter including any additional costs incurred in performing the charter, regardless of whether the Hirer travels with the party.
- If the hirer is not travelling with the party, a representative may be nominated to act on behalf of the Hirer, and Bunbury Bus Service (BBS) informed prior to the commencement of the charter.
- BBS will only accept instructions from the Hirer or their nominated representative.

## Quotations

- Quotations are given on the basis of travel by the most direct route and on information provided by the hirer.
- All quotations are given subject to BBS having available a suitable vehicle at the time the Hirer accepts the quotation.
- The Hirer, must accept the quotation as soon as possible from receiving it in order to allocate the vehicle, otherwise the vehicle may be allocated to another booking. Our quotes are on a 'First come, First serve' basis.
- Quotations are valid for 30 days unless otherwise notified.
- BBS reserves the right to change quotations at any time within the 30-day period provided that a booking has not been confirmed by both parties in writing and deposit has not been made to secure the booking.

## Use of the Vehicle

- The hirer cannot assume access to the vehicle between outward and return journeys, nor that it will remain at the destination for the hirer's use unless this has been agreed upon with BBS in advance or requested to stay for the whole trip.

## Additional Waiting Charges

- After waiting 15 minutes at a location, waiting time charges apply.
  - First 15 minutes – free,
  - Longer than 15 minutes delay – a waiting fee of;
- 35-54 seater – (\$40/15 minute block)
- 22-25 seater – (\$30/15minute block)
- 12 seater – (\$20/15 minute block)

These additional charges will apply subject to availability of this vehicle.

## Seating Capacity

- The company will, at the time of booking, agree and specify the legal seating capacity of the vehicle booked. The hirer must not load the vehicle beyond this capacity.
- BBS reserves the right to supply vehicles of different capacity and adjust the quantity of vehicles to carry the agreed number of passengers. This will depend on vehicle availability on the day. No passenger will be left behind as a result.

## Conveyance of Animals

- No animals [other than guide dogs and hearing dogs notified to the BBS in advance] may be carried on any vehicle without prior written agreement from BBS.

## **Food & Beverage Consumption**

- Food & Beverages are not to be consumed on any vehicle without prior approval at the time of the quotation. In such circumstances payment of a bond may be required to cover the risk of damage to the vehicle.
- The Hirer is responsible for any damage in accordance with these terms and conditions.
- The consumption of alcohol is strictly prohibited on any BBS vehicle.

## **Confirmation**

- We endeavour to contact the hirer by email, 7 days (approx.) before the charter date to confirm all details.

## **Payment**

- A deposit payment must be received in order to secure the booking (as outlined on the quotation) and the balance must be received no later than the date of the commencement of the charter.

## **Cancellation by Hirer**

- Bookings cancelled 24 hours before the charter – Full refund
- Bookings cancelled on the day of the charter – 50% refund.

## **Refund Policy**

- Please note refunds may take up to 5 working days to appear in your account in accordance with our bank's own processes.

# Conduct of Passengers

- The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations may be removed from the vehicle or prevented from boarding on the driver's authority. The Hirer will be responsible for the conduct of all passengers and for any damage caused to the vehicle by passengers during the charter.
- BBS reserves the right to charge the Hirer for any damage caused during the course of the charter.
- No Smoking of any kind (including e-cigarettes) is permitted in any of our vehicles. (It is against the law in Perth to smoke in a Public Transport Vehicle).
- The driver reserves the right to refuse to transport persons who appears to be under the influence of intoxicating liquor or drugs, or who are, or are likely to become objectionable to other persons inside or outside the vehicle.
- If there is unsociable or unruly behaviour on or off the vehicle any time, the driver has the right to terminate the charter immediately and if necessary, call the police.
- Any unruly or overly intoxicated passenger may be refused entry to the bus should the driver feel that he or she may become unruly, sick or abusive.
- The BBS will not accept any liability for damage, injury or loss for any passenger not seated and wearing a seat belt during the charter.  
Passengers are required to remain seated while the vehicle whilst in motion.
- BBS shall not be liable for any loss or inconvenience to the Hirer caused by the termination of its service due to unruly behaviour.

## **Damages and/or Cleaning**

- Damage – The Hirer is responsible for the cost of repairs from any damage caused to the vehicle by any member of the hiring party during the charter . Cost of damage repair is payable as soon as such damage is noted and cost is determined.
- Cleaning – Any excessive mess, trash or bodily fluids (e.g. urine, blood, or vomit) noted on the vehicle or it's interior, that require (non-standard charter) cleaning will incur a minimum 'cleaning fee' of \$275. This fee will be forward to the Hirer as an invoice.