

## TERMS AND CONDITIONS OF CHARTER

Bookings with Yaralla Buses are subject to the following terms and conditions. The client acknowledges their acceptance of these terms and conditions when confirming their booking with Yaralla Buses.

### 1. QUOTATIONS

All Quotes issued by Yaralla Buses are valid for 30 days from the date of the Quote (unless otherwise stated). All prices quoted are subject to change until confirmation of the booking is received. Quotes are provided as per the client's instructions regarding approximate departure times and / or destination. Any changes to these times and / or destination, at any time, may incur an additional charge.

Quotes for overnight / extended charters do NOT include accommodation for the driver. This is to be arranged by the client at their expense unless otherwise mutually agreed upon by the client and Yaralla Buses.

No dates are secured unless or until confirmation of the booking has been received. A Quote provided by Yaralla Buses does not act as a tentative booking and as such does not secure a date.

### 2. BOOKINGS

Confirmation of bookings must be received by Yaralla Buses in writing. All bookings are then only secured once confirmed by Yaralla Buses.

### 3. AMENDMENTS

Amendments to the client's booking will be accepted subject to availability etc. The client will be advised if these amendments alter the pricing previously quoted. Acceptance of the amended pricing will be required from the client as outlined in the Quotation Conditions.

### 4. PAYMENT TERMS

Yaralla Buses' standard payment terms are 7 days from the date of Invoice unless otherwise stated.

Yaralla Buses reserves the right to charge a deposit at their discretion. If a deposit is deemed necessary the client will be advised of this requirement at the time of booking.

Yaralla Buses reserves the right to deny further credit and charge interest when Invoices are not paid within the approved terms.

Any monies outlaid by Yaralla Buses prior to the charter to secure bookings including, but not limited to, entrance fees, accommodation, tolls etc may require payment of a deposit.

## 5. CANCELLATIONS

The following fees may be payable if the client cancels their booking:

- a) Charters:
  - Cancellation up to 7 days prior to the scheduled departure – any fees and outlays not recoverable by Yaralla Buses.
  - Cancellation between 7 days and 3 days prior to the scheduled departure – up to 25% of the total price quoted plus any fees and outlays not recoverable by Yaralla Buses.
  - Cancellation between 3 days and 24 hours prior to the scheduled departure – up to 75% of the total price quoted plus any fees and outlays not recoverable by Yaralla Buses
  - Cancellation less than 24 hours prior to the scheduled departure – up to 100% of the total price quoted plus any fees and outlays not recoverable by Yaralla Buses.
- b) Cancellations due to Local or Federal Government restrictions on domestic travel in the immediate area of the client and its passengers or on the destination of the charter will not incur any penalty from Yaralla Buses. Prepaid bookings will be refunded upon Yaralla Buses receiving all monies back from same.

Cancellation fees may be waived by Yaralla Buses at any time at their discretion.

## 6. OVERTIME CHARGES

The following charges may be incurred if booked departure times are not adhered to:

- Less than 15 minutes after booked departure time – no charge.
- More than 15 minutes after booked departure time – will be charged in 30 minute blocks, or part thereof.

Overtime charges may be waived by Yaralla Buses at any time at their discretion. Please contact Yaralla Buses for pricing of the overtime charges which may be applicable to your booking.

## 7. ADDITIONAL CHARGES

As previously stated the client accepts additional charges will be incurred with any variation to the itinerary as quoted on resulting in additional time or distance. Variations requested by the client during the charter will be accepted by Yaralla Buses at the driver's discretion and subject to operational considerations including, but not limited to, driver fatigue and bus availability.

Any additional charges will be calculated following completion of the charter.

Any costs incurred or associated with damage to the bus caused by or as a result of any passenger associated with the booking will be the client's responsibility. Including any excessive cleaning costs.

## 8. PASSENGER BEHAVIOUR

The driver has the authority to stop the bus at any time and refuse to continue the charter if any passenger behaviour impacts on his / her ability to drive safely or causes a threat of any kind to him / her or any other passenger. There will be no reduction in fees in these circumstances. The driver may report passenger behaviour to the relevant authorities if deemed necessary by him / her. The safety of our drivers and passengers is paramount to Yaralla Buses and therefore there is zero tolerance for any behaviour which may impact our ability to ensure safe travel.

The driver may also refuse entry onto the bus to a passenger considered to be under the influence of drugs and / or alcohol or displaying aggressive behaviour. They may also refuse to carry dangerous, flammable, or illegal goods.

Disrespectful behaviour to the driver, any passenger or property will not be tolerated. Yaralla Buses reserves the right to enforce bans on individuals, groups etc who exhibit behaviour which is in any way detrimental to any other passenger, driver, or our property. Including, but not limited to, foul language, behaviour impeding the driver's ability to drive safely, threats etc.

It is not the responsibility of Yaralla Buses or their drivers to provide a chaperone service for passengers unless prior agreement is arranged. Yaralla Buses and their drivers will not accept responsibility for any bad behaviour displayed by a passenger at any time during the charter. This responsibility will fall entirely on the individual passenger and / or the client.

## 9. LUGGAGE

The following applies unless otherwise agreed to by Yaralla Buses:

- Baggage is limited to 1 item per passenger to a maximum weight of 20kg and / or at the discretion of Yaralla Buses so as not to exceed legal GVM limits.
- Small hand luggage is allowed inside the bus.
- Any additional luggage must be declared at the time of booking.
- Suitability of any luggage or items intended to be carried by, or for passengers on or within the bus and its storage area is at the driver's discretion.
- Yaralla Buses reserves the right to send an alternate vehicle/s at the client's expense should additional luggage cause the vehicle's GVM to exceed legal limits.

## 10. GENERAL CONDITIONS

- The client authorises the driver to act in the best interests of their own safety and the safety of the passengers.
- The client accepts that the driver has a responsibility to perform their duties within all applicable laws and Yaralla Buses' policies.
- Passengers are required to be at the pickup point 15 minutes prior to the agreed departure time.
- All passengers are required to wear seat belts (if provided) at all times during the charter. It is the responsibility of each individual passenger to comply with this law at all times.
- Smoking is strictly prohibited on any Yaralla Buses' bus.
- Consumption of drinks while on board is limited to bottled water unless prior agreement is sought from Yaralla Buses.
  - The client must seek approval from Yaralla Buses for consumption of food and / or drinks prior to departure.
  - Approval can be revoked at any time during the charter at the driver's discretion.
- Yaralla Buses will take all reasonable steps to provide the services as agreed upon at the time of booking and does not accept responsibility for:
  - Substitution of a coach or bus for reasons beyond our control.
  - Any loss of enjoyment experienced by passengers beyond our control.
  - Failure to arrive at destinations on time due to unexpected delays – including, but not limited, to missed connections, flights or other pre-booked events or appointments.
  - Restrictions relating to vehicle access at any location.
  - Any other costs incurred by the client.

- Third party claims associated with the charter.
  - Acts of force majeure.
- In any case liability will be limited to the total value of the charter booking.

## **11. ADDITIONAL TERMS AND CONDITIONS WHERE ALCOHOL IS TO BE CONSUMED**

If alcohol is to be consumed at a venue prior to pickup Yaralla Buses and / or their drivers may enforce the following requirements before anyone is allowed to board the bus:

- The driver may collect a \$500 cash bond at pickup. This will be returned at the end of the charter if there is no damage or excessive mess (including, but not limited to, spills, vomit, rubbish).
- No food or drink (including alcohol) is allowed on the bus. The driver will not leave until all food or drink has been consumed or disposed of prior to boarding.
- Any unscheduled stops (including bathroom stops) may incur an additional charge.
- The driver, at any stage, may refuse entry to the bus or to continue the journey as per our passenger behaviour clause including the risk of damage due to vomiting etc.

Yaralla Buses and their drivers reserves the right to enforce these requirements at their discretion.

Terms and Conditions may be updated at any time by Yaralla Buses. It is the responsibility of the client to check the Terms and Conditions prior to the booking. Current Terms and Conditions of Charter are available on the Yaralla Buses' website [www.yarallabuses.com.au](http://www.yarallabuses.com.au) or by request.

By confirming and booking a charter with Yaralla Buses the client acknowledges they have read and understood these Terms and Conditions and agree to be bound by them.