

United Bus Lines Pty. Ltd. Standard Terms and conditions.

By placing a booking with United Bus Lines Pty Ltd, the Customer or the Hirer acknowledges that they have read, understood and agree to accept the Terms and Conditions as detailed below.

In the following terms and conditions, **'the Company'** refers to United Bus Lines Pty. Ltd. **'The Customer'** and/or **'the Hirer'** refers to the person and/or organisation making the booking and **'the Driver'** refers to the driver or drivers of the coach, the coach operator or supplier of the vehicle.

The Company provides a Charter, Tour and Transfer* service.

General Understanding:

These Standard Terms and Conditions shall apply whether the agreement is verbal or written and shall enter into force immediately upon the Company accepting a booking via the Company's website booking portal (www.unitedbuslines.com.au). The Hirer shall at all times remain solely responsible for the acts and/or omissions of the passengers permitted to travel by Hirer (whether directly or indirectly) and therefore any additional costs incurred by the Company during the performance of the contract shall be borne by the Hirer irrespective of whether the Hirer travels.

Charter, Tour & Transfer operations - Quotations:

All prices are valid for a period of 7 days from the date of issue and subject to vehicle availability.

Amendments to your original quote (or subsequent booking) such as a change of vehicle size, extra kilometres, extra drop-offs or pick-ups may require us to provide you with a revised quotation.

Account settlement:

All monies must be paid in full 7 days prior to the performance of the booking. If any outstanding monies are due, the company reserves the right to collect the monies due from the original credit/debit card used by or for the hirer at any time. In the event that the deposit is not paid on time or balance is not paid by the due date the Company reserves the right to cancel the booking and any monies paid will be forfeited and the full balance will be due.

If payment has not been received within the agreed timescales then the Company can no longer guarantee the quoted price and may be required to revise its quotation.

All bookings made using credit or debit cards will incur a processing fee.

In the event that a refund is due, please provide us with your BSB, account number and full account name to avoid further financial institution processing fees. United Bus Lines Pty. Ltd. will only refund (a maximum) of the booking value.

Invoices:

All invoices are directed to the Hirer's nominated contact email address and are to be paid within seven days from the date of the invoice.

Booking Confirmations and Amendments:

It is the responsibility of the Customer to check the Booking Confirmation, once received, for its accuracy and completeness, any discrepancies found in the Booking Confirmation should be communicated to the Company as a matter of urgency

If a Customer requires amendment to a Booking, the amendment will only be considered as implemented when the Customer has it confirmed in writing and the Company has acknowledged said amendment. If an updated Booking Confirmation has not been received by the Customer with the updated details the Customer will be subject to the terms of the original Booking Confirmation. No amendment can be agreed with the Driver and the Driver does not have the authority to bind the Company in any manner whatsoever.

It is the Customer's responsibility to ensure that all trip details are complete and correct and at no time should verbal amendments be considered as confirmation of a change to an existing booking.

The Company cannot be held responsible for any delays in arrival at a destination caused by traffic problems and/or adverse weather conditions and these factors should be taken into account by the Customer when requesting a collection time when making a booking.

The Company shall have no liability to the Customer for failing to arrive at a destination on time and shall bear no liability for late arrival at performances or events and the Customer shall have no claim against the Company for any reimbursement to the cost of any tickets for any such performance or event.

Depending on the nature of the booking amendment, additional charges may be required.

Customer Service:

The Company operates a customer service improvement programme to make sure that any service issues are dealt with promptly and trigger an improvement to the procedures used. Bookings are tracked at each stage of the process and all communication is recorded to assist with service improvement.

Any complaints must be made in writing in a speedy and timely manner, the Company will be unable to accept any complaints or apply compensation for complaints received more than 14 days after the date

of travel. Any remedies or compensatory measures offered (if any) by the Company are at the strict discretion of the management of the Company. The Hirer agrees to have a fair independent hearing with a licensed mediator (Victorian Small Business Commission - Melbourne) if an agreement cannot be made between the Hirer and the Company with both parties to split the cost of such mediation equally.

Additional Charges and Surcharges:

The hire price will not include tickets, admission charges, ferries and these and any other extra charges not included in the Quote and will be the sole responsibility of the Hirer.

All bookings at the point of quotation will be based on the use of a single Driver however, for longer journeys in terms of hours it may be necessary to employ the services of a second Driver in order to comply with the regulations regarding Driver's hours and therefore the Company reserves the right to review the quotation should this be the case and should there be a need for additional charges the Hirer will be advised at least (where possible) 7 days prior to the journey date.

Should the Hirer instruct the Driver to, or otherwise make changes to the booking and these changes incur additional costs and charges, either before or during the booking, the Hirer accepts full liability for said charges.

For some journeys, it may be necessary to accommodate the Driver/s, these costs will be borne by the Hirer and will be paid in advance of the journey's commencement. Where the Driver's accommodation is to be arranged by the client, it must be a single occupancy room with its own bathroom and a minimum of 3.5 stars. The Company's operations management will advise when required.

The quotation is given with regard to the operating costs at the time of the quotation. The Company reserve the right to pass on any increase in the cost of fuel or any other increased costs to the Hirer. The Company reserves the right to charge for damage to vehicles made by the hirer and/or the passengers. The Company reserves the right to levy a cleaning fee (United Bus Lines Pty. Ltd. will engage a professional cleaning service provider. The invoice will be settled by United Bus Lines Pty. Ltd. The Company will invoice the Hirer directly for payment) if any of the Hirer's party, for reasons but not limited to, E.g. Vomiting, also called emesis, the forcible ejection of stomach contents from the mouth. Like nausea, vomiting may have a wide range of causes.

Any taxes or charges imposed by any Government or other authority which the Company is obliged to pay in order to fulfil the booking is included in the quotation or confirmed booking price. However, if any such tax or charge is introduced or increased after the booking has been made and before travel, the Company will pass that cost onto the Customer and the Customer will be obliged to pay it prior to departure.

The Vehicle:

The Company provides a registered, roadworthy and safe vehicle presented to the Hirer at all times. The vehicle may/may not operate a complimentary tea/coffee service. It is the responsibility of the Hirer and/or the Hirer's guests to use a common sense approach when accessing product from the tea/coffee service E.g Safe disbursement techniques of hot water from the urn, checking of dietary information of provided foodstuffs prior to use and safe storage of any food/drink in the refrigeration unit. The Company grants the Hirer use of on board refrigeration facilities, use of garden chairs and access to the Sports pack equipment at no further cost to the Hirer. The Hirer must indicate to the Company it's intention to use these facilities when making the booking as the "away Pack" storage facility will need to accompany the coach. It should be noted that the tea/coffee service is only available to the Hirer when the Coach is stationary. The Company also provides for Hirer's access to the on board Dressing room facility ("The Ladies Lounge"), once again, to be accessed only when the Coach is stationary. The Ladies Lounge is a non-seat belted area. It comprises of Hollywood style make up mirrors with LED lighting, reading materials (magazines, newspapers etc.) and a lockable cupboard for secure stowage of small personal items. The Ladies Lounge is stocked with items such as, but not limited to, non-allergenic face wipes, tissues, non-allergenic moisturiser and cotton wool products.

It is the responsibility of the Hirer and/or the Hirer's guests to use a common sense approach when accessing product supplied in the Ladies Lounge E.g fair use consumption of product, ensuring that the product is suitable for personal use prior to application and the appropriate stowage of waste items in the refuse containers provided.

Luggage:

The vehicle supplied by the Company will take account of the amount of luggage as well as the number of passengers specified at the booking time. The Customer must ensure they specify the correct information at the time of the booking and inform the Company as soon as possible if there are any changes. On occasion, due to limited storage area on board the Coach, the Hirer acknowledges that the Company will carry the said overflow luggage in a secure, enclosed and safe Company luggage trailer.

Cancellation by Hirer:

All cancellations must be made in writing. Should the Hirer wish to cancel a booking where the Hirer has paid in either full or part for the booking the following refund terms shall apply:

- The Hirer must email the cancellation request through to the Company and ensure that you receive a reply email from us confirming that your journey is cancelled. We will accept no responsibility for cancellation requests made via phone, message service or email that has not been acknowledged by United Bus Lines Pty. Ltd.
- United Bus Lines Pty. Ltd. reserves the right to charge you, the Hirer, a cancellation fee of:
 - 20% of the total booking amount if you cancel for any reason (this is the non-refundable deposit).
 - 33% of the total booking amount if cancelled within 7 days of your journey (business days only) but not less than 96 business hours.
 - 50% of the total booking amount if cancelled within less than 96 hours (business days only) of your journey but not less than 48 hours
 - 100% of the total booking amount if cancelled within less than 48 hours of your journey.

NOTE: The cancellation fee will be automatically charged to your card if your journey is cancelled within these terms.

Cancellation of an event or holiday or “reason for travel” does not affect the Hirer’s liability for the above cancellation fees and the monies will be due as if the vehicle was travelling.

Should the Customer not have paid the amount set out above at the time of cancellation the balance shall become due immediately and shall be a debt owed to the Company.

Cancellation by the Company:

In the event that the Company is unable to provide a vehicle or vehicles to meet all or part of the Customer’s booked requirements due to reasons of emergency, vehicle unavailability, or other reason, the Company will take all reasonable measures to provide a replacement or alternative solution. The Company has forged many professional relationships within the Charter Bus service industry and will only use providers that are of equal standard to that of United Bus Lines Pty. Ltd. If this is not possible, the Company retains the right to return all monies paid and, without liability, cancel the booking providing the Customer with as much notice as possible.

In such circumstance the Company shall have no liability for any inconvenience or loss incurred and will not be liable for any direct or consequential loss howsoever arising. It is strongly recommended that the Customer should consider insuring against this risk.

Purpose of Journey:

The Company must be notified of any bookings for sporting events, music festivals or political demonstrations and rallies at the time of booking, as there may be specific legal or other requirements that could affect the booking.

Failure to notify the Company correctly of the nature of the journey will be construed as breach of contract and at the Company's absolute discretion may lead to termination of the booking without compensation or refund.

Beyond reasonable control:

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes, including, without limitation, failure of suppliers, subcontractors, and carriers, bad weather, and/or any other cause beyond the reasonable control of the party whose performance is affected to substantially meet its performance obligations under this Agreement.

Use of the Vehicle:

The Hirer cannot assume the use of the vehicle between outward and return journeys nor will the vehicle remain at the destination.

The Customer hereby acknowledges that no luggage may be left on the vehicle unless specifically agreed with the Company.

Should the Customer be late for any pickup as set out in the Booking Confirmation the Customer will be liable for any additional costs incurred by the Company in providing the Service including, without limitation, the costs of obtaining a replacement vehicle if the original becomes unavailable.

Overtime charges:

- It is NOT the responsibility of the driver or Company to inform or warn you or your group of any impending charges including overtime, damage, or extra kilometres, etc, regardless of the circumstances on the day of your journey. It is your responsibility to manage your group's requirements on the day and be aware of any extra charges that could be incurred.

- Where the booking is to collect passengers from an airport and the Customer has provided a scheduled arrival time, the scheduled pickup time for the booking will be adjusted by the Company to allow 30 minutes. It is strongly recommended that the Hirer make contact with the Driver (the Driver's mobile phone is supplied to the Hirer at the time of making the booking) to keep him/her abreast of the unfolding situation. The Driver will consult with the Operations Manager regarding any further scheduling responsibilities it must honour and convey this information in a timely manner to the Hirer. The Company strongly recommends that the Hirer take out travel insurance to cover any such situation.
- For the avoidance of doubt a Driver will wait for a maximum of 30 minutes from the scheduled time of pick up or such shorter period as may be determined by the Driver that will adversely affect his/her Driver's hours. Should the Customer not have arrived for pick up within this period the Company shall be relieved of any obligation to provide the service and shall have no liability to the Customer for any costs incurred by the Customer in completing their journey. Notwithstanding the foregoing, the Company shall use reasonable endeavours to complete the journey at full cost to the Customer.
- If there are extensive delays to the departure times, the Company cannot guarantee that it will be able to fulfil the booking if vehicles are committed to other charters.

Change of Vehicle:

The Company reserves the right to subcontract to another operator to perform the hire or to supply replacement vehicles with the same number of seats - As United Bus Lines Pty. Ltd is the only Charter Bus Service with a Ladies Lounge and complimentary use of the Away Pack it is, therefore impossible, to provide a replacement vehicle with these unique inclusions. In the event that a vehicle of differing specification is supplied, the Company's liability will be limited to the value of the specific journey within the booking. If for operational reasons the Company is compelled to supply a larger coach than required this will be at no extra charge (unless the number of passengers is increased from the original booking).

Route:

Unless the hirer has advised of a particular route and specified it at the time of booking, the route taken will be entirely at the discretion of the

Company or Driver according to road, traffic and weather conditions at the time of travel. The vehicle will depart at the times agreed by the Hirer at the time of the Booking Confirmation; no price discount shall be given if the route chosen is not actually the shortest.

All pick-up and drop-off locations and routes of travel must be 1) legal points for embarkation and disembarkation and 2) suitable for the vehicle utilised. Where that is not the case, the driver will advise the client of the nearest pick-up or drop-off location that meets this requirement, or take the route of travel required to meet this requirement.

Stops will be made at suitable points to satisfy legal requirements regarding breaks and rest for Drivers. It is the Hirers' responsibility to account for all passengers at those times. The Company cannot accept liability for any losses incurred by passengers who fail to adhere to the Hirers' instructions.

Any changes requested to the route by the Customer shall be at the Driver's sole discretion and the Driver may charge an additional fee if additional drop-off points are requested and agreed by the Driver.

Breakdown or Delay:

The Company may give advice on journey times in good faith, but cannot guarantee that the journey is completed by a specific time and cannot accept any responsibility or liability whatsoever for traffic congestion, road accidents, adverse weather conditions, compliance with requests of the police, customs or other government officials and security services or other matters outside its reasonable control and will not be liable for any inconvenience or loss incurred caused by a breakdown or unforeseen delay be that en-route to pick up the Hirer or en-route to the booking destination as a result.

It is strongly recommended that the Hirer should consider insuring against this risk.

Driver's Hours:

Driver's Hours (Fatigue management) and rest periods are strictly regulated by Australian state and federal government law and the Hirer accepts responsibility for timings agreed at confirmation of booking. The Hirer accepts that neither they nor their passengers shall delay or interrupt the journey in such a way as to cause the Driver to breach Driver's Hours regulations and must adhere strictly to all collection times contained in the Booking Confirmation. If any breach is likely to occur the hirer agrees to pay any additional costs incurred.

If delays occur for whatever reason, the Company may take whatever action is deemed necessary for the Vehicle in order to comply with the law. Where delays do occur the Company cannot be held responsible for any losses arising as a result of those delays or non-performance of

the services unless they are due solely to the negligence of the Company.

Property & Baggage:

The vehicles are subject to statutory safety restrictions on the carriage of luggage. All items must be capable of being stowed in the baggage holds, luggage trailer or being placed beneath your legs in your seated position.

When making a booking it is important thing is for the passengers to specify their proposed needs, and for you to discuss them with us. We will advise you of feasibility, and work out a solution with you. Without this process, you run the risk of United Bus Lines Pty. Ltd. being put in the position of having to reject items at the point of departure.

Should you arrive with more than that specified in the booking, there is the prospect of not being able carry it without offloading passengers or passenger luggage. Passenger and Driver safety is our priority and we uphold our commitment to providing a safe working environment for all. Whilst the Company will take all reasonable care with passenger's property it cannot accept liability for any damage to, or loss of that property being carried on the vehicle.

The Company accept responsibility for any loss of or damage to property left on the vehicle after hire. Property found on the vehicle after hire will be held at the registered office of United Bus Lines Pty. Ltd. for a maximum period of 30 days. It is the Hirers' or the passenger's responsibility to collect the property and any costs incurred to collect the property are to be borne by the Hirer or passenger. Property is to be collected at a time agreed by the Company and the Hirer or passenger.

Passenger Conduct:

It is incumbent upon the Hirer and the Hirer's party to behave in a proper manner for the duration of their journey. The Driver is responsible for the safety of the vehicle and as such may refuse to allow a passenger or passengers to board the vehicle or eject them from the vehicle if, in his sole discretion, he considers them unfit to travel for whatever reason (for example, being intoxicated, aggressive or abusive). The Driver may refuse to continue a journey if, in his sole discretion, he considers any passenger to be behaving in such a way as may compromise the safety of other persons, the contents of the vehicle or the vehicle itself.

In such event, at the Driver's sole discretion, the journey may continue once the passenger or passengers have been removed from the vehicle, but should passenger conduct result in summary termination of the journey, the company reserves the right to cancel any other parts of

a booking, and in such circumstances the forfeiture of any monies paid, and no claims for compensation or refund in either whole or part shall be entertained.

Any damage caused to the vehicle by the Hirer or any of the passengers shall be the responsibility of the Hirer and the Hirer shall be liable for all costs related thereto.

Alcohol, Tobacco or Drug Consumption:

No alcohol (opened) or glass products are allowed in the vehicle at any time.

All vehicles are strictly non-smoking by law.

Non-compliance with a Driver's request for passengers to refrain from drinking alcohol, the smoking of tobacco or consumption of illegal narcotics may result in summary termination of the journey, cancellation of any other parts of a booking and, in such circumstances, the Customer shall remain liable for any sums due under this Agreement and the Company shall have no liability to the Customer and no refunds shall be provided.

Limitation of liability:

Subject to the remaining provisions of this clause, the Company's liability to the Hirer under or in connection with this Agreement for all and any direct loss or damage arising from any one incident or series of connected incidents is limited to the booking value (excluding any additional Charges arising by way of these terms and conditions.

Neither the Company nor the Hirer excludes or restricts in any way its liability under or in connection with this Agreement for death or personal injury caused by its negligence or to any extent not permitted by law.

The Company shall not be liable to the Hirer (whether in contract, tort, under statute, for misrepresentation or otherwise including in each case negligence) and whether or not the Hirer was advised in advance of the possibility of such loss or damage, for:

- (a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with this Agreement or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or

- (b) any indirect or consequential losses whatsoever. Nothing in this clause or in this Agreement excludes or limits the Customer's liability to pay (without set off) the charges or any Additional Charges

Animals:

With the specific exception of recognised assistance dogs, (which includes guide dogs), no animals are permitted to be carried on any vehicle booked under the terms of this agreement, unless specific permission has been obtained in writing from the company a minimum of three working days prior to the commencement of any journey.

Governing Law:

These terms and Conditions together with any Booking Confirmation shall be subject to and construed in accordance with the laws of Australia. The parties hereby agree to submit to the exclusive jurisdiction of the courts of Victoria and Australia.

If any provision or term of these Terms and Conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be deleted but all other terms will remain valid.