

## **Charter/Tour Terms and Conditions**

The following Terms and conditions are deemed to be the basis of our agreement to provide a charter service to you the hirer as requested and will become effective upon issuing Port Bus Charters, Tours & Rentals Pty Ltd confirmation to hire. Individuals are responsible for reading through the terms & condition prior to making a booking.

### **Administration**

#### *Quoting and Final Confirmation*

Providing a quotation for a charter in no way obligates Port Bus to carry out the charter. A booking with Port Bus is only deemed to be confirmed once a confirmation has been received by the client.

It is the hirer's responsibility to outline their specific requirements at the time of booking. Port Bus provides a Final Charter Confirmation and itinerary to the hirer which describes the charter in full. Port Bus will only take responsibility for what is specifically listed on the itinerary in the Final Confirmation. If last minute changes are required, and these are possible, they may incur an additional charge.

#### *Cancellation Fees*

Cancellation fees do not apply for cancellations made 21 or more days prior to the charter. Charters cancelled at short notice may be subject to a cancellation charge of up to 50% of the charter fee. This will be at the discretion of Port Bus.

### **Safety Issues**

#### *Routes, Roads, Traffic Conditions and Travel Speed*

Port Bus takes no responsibility for traffic conditions or delays experienced owing to harsh weather, accidents, road works or road closures etc. Final departure time is the decision of the hirer and Port Bus cannot take responsibility for delays due to adverse traffic conditions. Port Bus usually recommends that hirers allow extra time for their journey to allow for such circumstances. Poorly maintained roads, access points and driveways limit access of our vehicles. Safe pick-up and set-down points must be agreed to by the driver and although every effort will be made to accommodate the hirer's requests, the driver's decision will be binding. As customers have no responsibility for exterior accident damage or mechanical damage to the vehicle, they are not authorised to make decisions which may place the vehicle in danger of sustaining damage.

Buses must not traverse an area of flooding; they may only travel on sealed or suitably maintained gravel surface to avoid loss of traction and bogging.

If a specific route is required for your charter, please discuss this with Port Bus before departing so that we can research the suitability of special routes. Buses are generally not permitted on light traffic roads and must respect the heavy vehicle load limits, which means that certain streets and driveways cannot be used.

Buses are speed limited by law to 100 km per hour for safety reasons. We need to be aware of any specific timing requirements prior to the charter date.

#### *Duty of care*

The driver's duty of care does not extend to taking responsibility for passengers (especially schoolchildren) when there is no teacher present. Late, lost, or missing children, sick or injured children are the responsibility of the hirer.

Passengers are requested to stand well clear of the vehicle when outside the bus always for their personal safety. Passengers are not permitted to pass any items through the windows and are required to keep wholly inside the bus always.

#### *Bus Controls*

The operation of the bus and its controls is entirely the responsibility of the driver. This extends to the opening and closing of bus roof hatches as they can be easily damaged if operated by untrained persons.

#### *Seatbelts (where fitted)*

Passengers are requested to keep their seatbelts, (if available) fastened during the entire journey, unless they hold exemptions from the RMS. Any such exemption should be made known to the driver. For their own safety, passengers should remain seated for the duration of the journey until the bus comes to a complete stop. Should any seatbelt be found to be defective during the journey please notify the driver and if possible, move to an alternative seat.

#### *Special Requirements, Medical Conditions, Allergies, Phobias etc.*

*Customers must advise Port Bus in advance of any specific requirements i.e., disabled, or infirmed persons, passengers with special needs, a requirement for vegetarian meals, disclosure of any medical allergies, phobias or conditions that may affect safe travel, or the travel of fellow passengers etc. Medical kits are provided on most vehicles*

*however Port Bus staff and drivers cannot provide medical advice as to their use and offer no warranty on the items contained therein.*

## **General**

### *Baggage Allowance and Luggage*

Special luggage requirements must be discussed with Port Bus prior to the charter being booked. Unless otherwise arranged, passenger hand luggage is restricted to a weight of 7kg per adult passenger. Port Bus takes no responsibility for the safe carriage of luggage. Sizable items of luggage (e.g. canoes, bikes) may not be accommodated.

### *Mobile Phone Contact*

Port Bus will provide the mobile phone number of the driver to the customer for emergency contact during a charter. No guarantee is given that the driver will be contactable by mobile always, and no responsibility is taken for the coverage of the mobile phone provider's network.

### *Air Conditioning (where fitted)*

Please note bus air conditioning equipment provides varying temperatures inside the same bus. This can mean that the personal comfort zone temperature for each passenger may not be ideal always and in every seating position.

### *DVD/CD Entertainment (where fitted)*

Public displaying of DVD/CD entertainment can only be permitted if appropriate licencing arrangements have been made in advance. We cannot guarantee the availability of movie selections as this is subject to licencing and hiring availability on the day.

### *GPS and CCTV (where fitted)*

Port Bus takes seriously the safety and security of services provided. For this reason, Port Bus have fitted most buses with GPS tracking, this shows the location, direction of travel and speed of the bus.

Port Bus have also fitted to most buses CCTV surveillance, with cameras recording both inside and outside the bus, these are regularly checked and referred to following an incident, complaint, or damage to the bus. By entering passengers accept that they are being monitored and that a recording may be used in any legal action or provided to Police if requested.

## **Passengers' Responsibilities**

### *Lost Property and Passengers' Property*

Whilst all reasonable care is taken to secure passengers' property during and after a charter, it is ultimately the responsibility of the owner. Port Bus does not take any responsibility for the safe keeping or safe transport of passengers' luggage, sporting equipment, etc. in the case of lost property; it is the responsibility of the owner to reimburse Port Bus for the cost of arranging its return.

### *Smoking and Prohibited Items*

Smoking is not permitted by regulations. Items which may pose a danger to passenger safety must not be carried e.g. explosives or highly flammable substances, knives, all aerosols, capsicum spray, silly string, illegal drugs, needles etc. the driver has the right to confiscate any material which he/she considers unsuitable and may at his/her discretion return it to the passenger at the completion of the charter. Metal studded footwear, stilettos etc are not permitted in any circumstances. Animals and items which may injure or offend passengers are not permitted on the bus.

### *Food and Drink*

Food and drink (other than water) are not to be consumed on the bus, without prior consent, unless medically required e.g., diabetic passenger. The consumption of chewing gum, ice-creams and alcohol are completely banned. If arrangements are made to permit snacks on longer journeys, care must be taken as additional cleaning charges will be incurred.

### *Sunscreen and Insect Repellent, Clothing and Footwear*

The fabric on our bus seats is designed for maximum passenger comfort but can easily be damaged by chemicals. Passengers are requested not to apply sunscreen, oils, or insect repellent etc before travelling on the bus.

Passengers must also wear suitable attire. Stains of marks from muddy, sandy, or wet clothing will result in additional cleaning charges. During wet weather, raincoats and umbrellas must be left on the floor, or in the aisle way, or a receptacle provide by the driver.

### *Photo Release*

By proceeding with your charter, you grant permission and consent to Port Bus Charters, Tours & Rentals Pty Ltd to use and images taken during this charter for presentation under any legal condition, including but not limited to publicity copyright purposes, illustration, advertising, social media platforms and web content.

### *Alcohol, Drugs & Smoking*

Port Bus reserves the right to eject any passengers behaving in an inappropriate, offensive, intoxicated or destructive manner from the vehicle or stop the vehicle until the situation has been resolved. This may include requesting police to attend. No illicit drugs or alcohol is to be consumed on any Port Bus vehicle. Smoking is not permitted on any Port Bus vehicles.

### ***Cancellation Fee (excluding theatre, concert & sporting tours)***

60 days or more notice prior to departure date – service fee of 2% maximum of \$20pp + supplier fees  
42 days or more – loss of deposit  
29 – 41 days – 50% of fare + deposit  
30 days before & day of departure – 100% of fare

### ***Cancellation Fee for theatre, concerts & sporting tours***

In case of concert or sporting tours, admission tickets are purchased in advance, therefore a minimum cancellation fee equivalent to the cost of admission tickets will apply and some accommodation require prepayment and refund will be subject to their own conditions.

### *Travel Insurance*

We strongly recommend you take out travel insurance to protect you in case of sickness, loss of baggage, or alteration of itinerary due to circumstances outlined above. Travel insurance should be taken out at the time of booking your holiday to cover you in the unfortunate event that you need to cancel for any reasons that is in line with your chosen policy.

### *Coach Seating*

Port Bus allocate all coach seats in the name of the ticket holder. Passengers are not permitted to alter and coach seating arrangements as the layout of the vehicle must comply with the passenger manifest issued to the driver. All coach and theatre or attractions are all allocated in order of final payment. On tours of more than two days Port Bus operate a seat rotation to ensure that all passengers experience a variety of seating.

### *Coach Condition & Cleanliness*

We pride ourselves on coaches that are clean and comfortable. To ensure this occurs we do NOT allow

food or drink (other than H2O) to be consumed on the coach. In addition to this, should a passenger lose control of their bodily functions including vomiting, urinating or defecating within the vehicle a cleaning fee will be charged of \$300.00. If the resulting damage is such that the coach is unfit for use the following day/s additional charges will be incurred.

### *Parking onsite at the Port Bus Depot*

There is limited client parking onsite. Preference parking is provided for passengers on extended tours. Any car left at our depot for the duration of a tour are left entirely at your own risk. We do not accept any liability for damage or loss to cars left at the depot.

**Please Enjoy your trip 😊**

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