

# **Terms & Conditions**

### **Charter Hire - Terms & Conditions**

Deane Transport Services (DTS) provide Coach Charter / Hire services subject to the following conditions. We are fully accredited by both the NSW and ACT Transport Departments.

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

#### **QUOTATION**

Prices are current at the time of quotation and subject to availability at the time of booking. All quoted prices include GST. Deane Transport Services reserves the right to pass on, without notice, any increases that may occur in any applicable airport charges, road tolls, entry fees and or parking charges.

#### **AMENDMENTS**

Any amendments to your booking after confirmation can only be accepted subject to availability.

Deane Transport Services reserves the right to charge an amendment fee in respect of any change to your booking in addition to any other applicable charges in relation to the amendment.

#### **EXTENSIONS**

You are responsible for any charges levied in respect of extra time in the event that your booking does not run to schedule. This includes any extra charges levied where you choose to extend the duration of your booking and include charges for flight and/or traffic delays.

#### **CANCELLATIONS**

In an event that you cancel your booking. Deane Transport Services reserves the right to charge a cancellation fee as follows:

- Bookings cancelled within 4 days prior to travel: up to 25% of the value of the booking
- Bookings cancelled between 4 days prior to travel and the day of travel, but not on the day of travel: up to 50% of the value of the booking.
- Bookings cancelled on the day of travel: up to 100% of the value of the booking.

#### SCHOOL BOOKING CANCELLATIONS

#### **Local Excursions**

During school hours/term, a fee of \$200.00 may be charged if a cancellation is made less than 90 minutes prior to the pickup time for transfer related work.

If notification of a cancellation is not made, then 100% of the booking will be charged.

#### **Long Distance Excursions**

Bookings cancelled are per the standard cancellation policy of bookings per the main cancellations clause.

- Bookings cancelled within 4 days prior to travel: up to 25% of the value of the booking
- Bookings cancelled between 4 days prior to travel and the day of travel, but not on the day of travel: up to 50% of the value of the booking.
- o Bookings cancelled on the day of travel: up to 100% of the value of the booking.

In addition to any cancellation fee charged by Deane Transport Services you will also be responsible for payment of any charges levied by suppliers in respect of the cancelled booking. In all cases the total fee charged will not exceed the value of the booking.

#### LIABILITY

DTS has no liability for any act, omission or default, whether negligent or otherwise of any supplier. We have no liability for any loss or damage occasioned by the negligence, act or omission of any supplier or other third party. In circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements.

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#### OTHER CONDITIONS OF BOOKING

- Food & Beverage Consumption: Food & Beverages are not to be consumed on any vehicle without prior approval. In such circumstances payment of a bond may be required to cover the risk of damage to the vehicle. Your responsibility for any damage is in accordance with these terms and conditions.
- **Damage to Vehicle:** You are responsible for any charge levied by a supplier in respect of any damage caused to a vehicle as a direct result of your booking. You will not be responsible for payment where damage was caused by the actions of any employee of the supplier. In all case the driver of any vehicle will have the discretion to stop the vehicle and disembark those passengers engaging in unacceptable or unruly behaviour.
- Smoking: Smoking is not permitted by law on any vehicle supplied by Deane Transport Services.
- Cleaning: Should the vehicle be excessively soiled (ie. bodily fluids, food or drinks spilt on seats or flooring, rest room soiling etc.) during the charter, DTS reserves the right to charge a cleaning fee up to \$220 (inc. GST). A pre-authorisation of a valid credit card will be required at least one week prior to the charter which will be at the time of confirmation of final details of the booking.
- **Entertainment:** Our vehicles are equipped with various passenger entertainment systems such as radio, CD, Bluetooth streaming, DVD players etc. DTS is not responsible for providing content to operate these entertainment systems. The hirer will provide all entertainment content and ensure it complies with appropriate viewer / listener classifications and group viewing laws.

#### **CREDIT CARD CHARGES**

In the event of payment via Mastercard or Visa Card, Deane Transport Services will charge credit card surcharge and will be applied of the value of the booking at the time of payment.

### **DEPOSIT AND FINAL PAYMENT**

For non-account customers Deane Transport Services require the payment of the balance of any amount due in full no later than 7 days prior to the date of travel. At this time a pre-authorisation of a credit card for bond may be required for certain bookings.

Account customers will receive an invoice for all charges relating to the booking and they must comply with the payment terms stated on their invoice.

Bookings and accounts can be paid by Cash, Cheque, Direct Deposit, Mastercard or Visa.

If a booking is greater than 10 days in duration a non-refundable deposit of 20% of the total value of the booking will be required at time of booking.

#### **EXCLUSION OF LIABILITY**

DTS will take all reasonable steps to provide to the customer, services outlined in this confirmation advice.

DTS accepts no liability for:

- a) Substitution of bus or coach for reasons beyond our control
- b) Any loss of enjoyment experienced by passengers due to circumstances beyond its control
- c) Loss or damage to clothing and/or luggage
- d) Failure to meet connections due to unexpected delays
- e) Any other costs incurred by the customer
- f) Third party claims associated with the hire event
- g) Acts of Force Majeure

By placing the booking with Deane Transport Services, you acknowledge that you have read and are fully aware of our Terms and Conditions and agree to be bound by them.