

CDC Victoria Pty Ltd (CDC) Charter Terms and Conditions

These Terms and Conditions set out the agreement between CDC Victoria Pty Ltd ABN 21 006 822 420 (and each of its related bodies corporate) (CDC) and the Hirer (you) for Charter Services unless the parties otherwise expressly agree in writing. By confirming your Booking, you accept these Terms and Conditions.

1. DEFINITIONS

- (a) **'Booking'** means a confirmed reservation for providing the Services.
- (b) **'Driver'** means the person employed or contracted by CDC to be in control of and/or operate the Vehicle.
- (c) **'Hirer'** refers to the person and/or organisation making the booking.
- (d) **'Fee'** means the price CDC will invoice you for providing the Services as per the Quotation.
- (e) **'GST'** and **'GST Act'** have the meanings given in the *A New Tax System (Goods and Services Act 1999 (Cth))*.
- (f) **'Losses'** means all losses, damages, costs, liabilities and expenses, but excludes indirect, special or consequential losses.
- (g) **'Passenger(s)'** means the person(s) travelling in the Vehicle, excluding the Driver.
- (h) **'Quotation'** means the price CDC has quoted you for providing the Services, including GST;
- (i) **'Services'** means the charter services to be provided by CDC.
- (j) **'Travel Time'** means the time at which the Services are to commence.
- (k) **'Vehicle'** means a bus, coach or other vehicle used by CDC for providing the Services.

2. QUOTATIONS AND BOOKINGS

- 2.1 Quotations are valid for 14 days from the date of written quotation. A quote does not reserve or guarantee any Vehicle and will be subject to availability at the time of confirmation of a booking. CDC will not accept tentative bookings. It is the Hirer's responsibility to verify details set out in the Quotation before accepting the Quotation.
- 2.2 Hirer may accept a Quotation and confirm by contacting CDC via email or phone, details of which may be found on CDC's website.
- 2.3 If at any time before the date of providing the Services, there is an increase in any third-party costs applicable to the Services (for example, parking fees, road tolls or airport charges), CDC reserves the right to pass on these additional costs on to the Hirer.
- 2.4 If there is any inconsistency between the Quotation and these Terms and Conditions, the terms of the Quotation will prevail.
- 2.5 CDC reserves the right to amend these Terms and Conditions at any time. The Terms and Conditions that apply are the Terms and Conditions in force on the date a Booking.
- 2.6 For all charters taking place after business hours (including weekends), the Hirer is responsible for providing CDC with the contact details of a nominated person.
- 2.7 For any extended charters, the Hirer must provide emergency contact details and a passenger manifest. This clause will not apply to any extended charter for schools.
- 2.8 For any extended charters (overnight and/or continual days), the Hirer is responsible for booking suitable accommodation (single room) for the driver(s) at the Hirer's cost unless otherwise stated. If CDC is required to arrange the accommodation, the cost will be charged to the Hirer in addition to the Fee.

3. BOOKING AMENDMENTS AND CANCELLATIONS

3.1 If the Hirer cancels booking, CDC reserves the right to charge a cancellation fee as follows:

- Bookings cancelled more than 4 days before travel time: No cancellation fee;
- Bookings cancelled less than 4 days before travel Time but more than 8 hours before Travel Time: 25% of the Fee + \$150.00.
- Bookings cancelled less than 8 hours before Travel Time or in case of 'no show': 100% of the Fee.

3.2 The notice of cancellation must be provided to CDC in writing.

3.3 CDC may at its discretion waive payment of cancellation fee or reduce the cancellation fee if Hirer cancels the Services due to events outside the Hirer's reasonable control.

3.4 CDC reserves the right to cancel the Services at any time due to events or circumstances beyond its control. In such a case, CDC will reimburse the amount paid by the Hirer (if applicable) and will not be liable for any costs or losses or damages incurred by the Hirer as a result of the cancellation, including consequential or indirect damages (such as cost of alternative travel arrangements, costs of connecting to another service or subsequent journey).

3.5 If the Hirer requests an amendment/change to the Booking, CDC may agree to the amendment at CDC's absolute discretion and subject to availability of an alternate Service at the time of request, compliance with the National Heavy Vehicle Fatigue Rules and CDC's safety policies. CDC will revise the quotation to reflect the changed booking.

4. PAYMENT, COSTS AND CHARGES

4.1 Hirer must pay the full Fee within 30 days of the invoice date.

4.2 If CDC incurs any costs resulting from damage caused to the Vehicle by Passenger(s), the Hirer will be directly responsible for such costs. Such costs may include repair and replacement costs. If additional cleaning is required due to the acts of Passengers, CDC may charge the Hirer a cleaning fee of \$250.00 or the actual expenses incurred by CDC, whichever is higher.

5. PASSENGER CONDUCT

5.1 CDC will always act in the best interests of passengers to ensure their safety. The Hirer and Passenger/s must, always, comply with CDC's reasonable instructions.

5.2 Hirer (on behalf of him/herself and Passenger/s) agree while on board the Vehicle:

- a) to wear seatbelts where the Vehicle is fitted with seatbelts;
- b) not to smoke or vape;
- c) not carry or consume drugs or alcohol;
- d) not to behave in a manner that is threatening, violent, aggressive, disorderly or unruly towards other persons or causes discomfort or offence to other people including Passenger/s and Driver;
- e) not to carry/bring baggage which may compromise the safety of the Vehicle or the safety or health of any person in the Vehicle;
- f) not to place any part of their body outside the Vehicle whether the Vehicle is stationary or moving;
- g) that the Driver will not disobey speed restrictions irrespective of delays;
- h) not to break any law.

5.3 The Hirer (on its own and Passenger/s behalf) permit the Driver to:

- (a) refuse entry to Passenger/s under the influence of alcohol or drugs;
 - (b) disembark Passenger/s who are or who (in the Driver's reasonable opinion) appear to be under the influence of drugs or alcohol;
 - (c) disembark Passenger/s who are or become sick to an extent that it poses a threat or an unreasonable inconvenience to other Passenger/s;
 - (d) take such measures as are necessary to seek emergency assistance from available services. Costs of such emergency service provision rest with the Passenger/s.
- 5.4 If a Booking is one of many Bookings, CDC reserves its right to terminate future Bookings if the Hirer or Passenger's conduct violates these conditions and in CDC's opinion, the conduct is serious and/or repeated.
- 5.5 Any costs incurred by the Hirer or Passenger/s who are refused carriage by CDC or removed from a Vehicle, including costs of alternate travel, will be borne by the Hirer.

6. PASSENGER PROPERTY

- 6.1 Whilst CDC will take all reasonable care with Hirer and Passenger property, it does not accept liability for any damage to, or loss of baggage or property on the Vehicle. The Hirer and its Passenger/s are solely responsible for all baggage and property, including carry-on baggage. CDC will not be liable for loss, theft of or damage to baggage or personal property. CDC strongly recommends that no valuables are left on the Vehicle at any time, even if that Vehicle is locked.
- 6.2 CDC will determine, in its sole discretion, whether and to what extent any baggage can be carried on the Service, taking into account the Vehicle's carrying capacity. Each baggage item must not exceed 20 kilograms.
- 6.3 CDC expressly prohibits the carriage of the following items on its Services:
- (a) fuel containers or gas bottles;
 - (b) generators;
 - (c) explosives or fireworks;
 - (d) firearms and weapons, including knives and scissors;
 - (e) animals, except for assistance dogs; and
 - (f) items the driver reasonably determines are unsuitable for carriage because they are dangerous or unsafe due to their weight, size, shape or character, or which are fragile or perishable.
- 6.4 All lost property found on the Vehicle (excluding perishable items, hazardous waste, dangerous goods or other items that present a risk to health or safety) will be returned to the CDC depot and registered in the Lost and Found Register. Lost property can be collected from the relevant depot during business hours. It is the Hirer's/Passenger's responsibility to collect the property and bear any costs incurred to collect it.

7. LIABILITY

- 7.1 CDC will not be liable for any damage/s or loss/es by the Hirer or Passenger/s arising from the Services including damage/s or loss/es:
- (a) arising from any act, error or omission of a third party; and
 - (b) arising from any act, error or omission of any Passenger (including the Hirer).
- 7.2 Without limiting clause 7.1, in the event CDC is liable to the Hirer or Passenger(s) for any reason, its maximum liability is limited to the Fee for the Services. CDC will not be liable to the Hirer or Passenger/s for indirect or consequential loss under any circumstances including loss of earnings or profit, cost/s of alternative travel or loss of opportunity in connection with the Services or the Booking.

7.3 CDC does not exclude or restrict in any way its liability under or in connection with these Terms and Conditions for death or personal injury caused by its negligence or to any extent not permitted by law.

8. GST

8.1 Unless expressly stated otherwise, all Fees or other amounts payable under or in connection with this agreement are inclusive of GST.

9. PRIVACY

9.1 Any Personal Information provided to CDC while providing a Quotation or Services is protected by and subject to CDC's Privacy Policy available on its website [CDC Privacy Policy](#). This Policy describes how personal information is collected, used, stored, and disclosed by CDC in accordance with the Australian Privacy Principles.

10. ENFORCEABILITY

10.1 If any provision or term of these Terms and Conditions becomes or is declared illegal, invalid, or unenforceable, the relevant term or provision shall be deleted but all other Terms will remain valid.

11. COMPLAINTS AND CUSTOMER SERVICE

11.1 CDC takes pride in providing a safe, clean and reliable transportation Service and utilises feedback to improve its services. We would really appreciate it if any complaints or feedback could be provided in writing and within 30 days of the date of travel.

Updated 13th September 2022