

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) in relation to any Charter Services unless the parties otherwise expressly agreed in writing. By confirming your booking, you accept that these terms and conditions will apply.

1. DEFINITIONS

- (a) **'Booking'** means a confirmed reservation for provision of Charter Services;
- (b) **'Fee'** means the price CDC will invoice you for the provision of Services;
- (c) **'GST'** and **'GST Act'** have the meanings given in the *A New Tax System (Goods and Services Act 1999 (Cth)*;
- (d) **'Losses'** means all loss, damage, costs, liability and expenses, but excludes indirect or consequential losses;
- (e) **'Quotation'** means the price CDC has quoted you for the provision of Services;
- (f) **'Services'** means the charter services to be provided by CDC;
- (g) **'Travel Time'** means the time at which the Services are to commence; and
- (h) **'Vehicle'** means a bus, coach or other vehicle used by CDC for provision of the Services;

2. QUOTATIONS AND BOOKINGS

- 2.1 Quotations are valid for 30 days from the date of the written quotation but are subject to availability at the time of Booking.
- 2.2 Quotations may be accepted and a Booking confirmed by contacting CDC via email.
- 2.3 If at any time before the date of providing the Services, any costs applicable to CDC increase (for example, parking fees, road tolls or airport charges), CDC may pass these additional costs on to the Hirer.
- 2.4 Changes may be made to the Booking or the services (including changes to timing or destination) by agreement with CDC, subject to availability, compliance with the National Heavy Vehicle Fatigue Rules and CDC's safety policies. Where changes are requested to a Booking, or the Services are extended in duration from those quoted, CDC may amend the Fee for providing the Services.
- 2.5 If there is any inconsistency between the Quotation and these Terms and Conditions, the terms of the Quotation will prevail.
- 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. CANCELLATIONS

- 3.1 If the Hirer cancels a Booking more than 24 hours prior to the Travel Time, no cancellation fee is payable by the Hirer.

- 3.2 If the Hirer cancels a Booking less than 24 hours prior to the Travel Time but greater than 8 hours prior to Travel Time, a cancellation fee of \$100 plus 25% of the Fee is payable by the Hirer.
- 3.3 If the Hirer cancels a Booking less than 8 hours prior to the Travel Time or is a 'no show', the full Fee for the Services will be invoiced to the Hirer.
- 3.4 CDC may in its discretion waive payment of any cancellation fee if the cancellation occurs due to events outside the Hirer's reasonable control.
- 3.5 CDC reserves the right to cancel any Services at any time if circumstances beyond CDC's reasonable control prevent performance of the Services. CDC will not be responsible for any costs incurred by the Hirer as a result of a cancelled Service, including consequential damages or the cost of alternative travel arrangements, including without limitation for any failure to meet a subsequent journey on any form of transport.

4. PAYMENT

- 4.1 Fees must be paid to CDC in full by the Hirer within 30 days of the invoice date.
- 4.2 The Hirer is responsible for the cost of repairs resulting from any damage caused to a Vehicle by any passengers during the provision of the Services.
- 4.3 If additional cleaning is required as a result of the Services, then at CDC's discretion an additional cleaning fee of \$250 (excluding GST) will be charged to the Hirer.

5. PASSENGER BEHAVIOUR

- 5.1 The Hirer and passengers are required to comply with CDC's reasonable directions at all times.
- 5.2 No alcohol is to be consumed by passengers while on-board the Vehicle.
- 5.3 CDC may refuse carriage to passengers of the Hirer or remove passengers from its Vehicle if in the opinion of CDC, any passengers on the CDC Service:
 - (a) smoke on any CDC Service;
 - (b) carry or consume or appear to be under the influence of drugs or alcohol to such a level that they may pose a threat to themselves, to others or to property;
 - (c) are objectionable, threatening, violent, aggressive, disorderly or unruly towards other persons;
 - (d) become sick;
 - (e) cause discomfort or offence to other persons, including passengers;
 - (f) bring on baggage that may put the safety of the Vehicle or the safety or health of any person in the Vehicle in danger or at risk;
 - (g) break any law; or
 - (h) disobey any reasonable instruction of CDC.

Any costs incurred by the Hirer or passengers who are refused carriage by CDC or removed from a Vehicle, including costs of alternative travel, will be borne by the Hirer or the passenger/s.

- 5.4 All passengers must wear a seatbelt where the Vehicle is fitted with seatbelts.
- 5.5 Passengers must not place any part of their body outside the Vehicle while the Vehicle is moving.

6. PASSENGER PROPERTY

6.1 The Hirer and its passengers are solely responsible for all baggage, including carry-on baggage. CDC will not be responsible for loss, theft of or damage to baggage or personal effects.

6.2 CDC will determine, in its sole discretion, whether and to what extent any baggage and effects can be carried on the Service, taking into account the Vehicle's carrying capacity. Each baggage item must not exceed 20 kilograms in weight.

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;
- (e) animals, with the exception of assistance animals; 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.

6.5 All lost property found on the Vehicle 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.

7. LIABILITY

7.1 The Hirer agrees that CDC will not be responsible for any Losses suffered by the Hirer or a passenger arising from the Services including Losses:

- (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 responsible for losses incurred by the Hirer for any reason, its maximum liability is limited to the Fee for the Services. CDC will not be responsible for indirect or consequential loss under any circumstances including loss of earnings or profit, costs of alternative travel or loss of opportunity in connection with the Services or the Booking.

8. GST

8.1 Unless expressly stated otherwise, all Fees or other amounts payable under or in connection with this agreement do not include GST.

9. PRIVACY

9.1 Any Personal Information provided to CDC in the course of providing a Quotation or Services is protected by and subject to CDC's Privacy Policy (available at cdc victoria.com.au/privacy). This Policy describes how personal information is collected, used, stored and disclosed by CDC in accordance with the Australian Privacy Principles.